

**CONSULTING AND TECHNICAL SERVICES+ (CATS+)
TASK ORDER REQUEST FOR PROPOSALS (TORFP)**



**DEPARTMENT OF PUBLIC SAFETY
AND CORRECTIONAL SERVICES (DPSCS)**

TORFP - Q00B9400125

MICROCOMPUTER/PRINTER MAINTENANCE

ISSUE DATE: APRIL 18, 2020

**NOTICE TO OFFERORS
SMALL BUSINESS RESERVE**

**DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL
SERVICES (DEPARTMENT)**

KEY INFORMATION SUMMARY SHEET

Solicitation Title:	Microcomputer/Printer Maintenance
Solicitation Number (TORFP#):	Q00B9400125
Functional Area:	Functional Area 6 - Systems/Facilities Management and Maintenance
TORFP Issue Date:	April 18, 2020
TORFP Issuing Office:	Department of Public Safety and Correctional Services or the "Department")
Department Location:	Department of Public Safety and Correctional Services OSEC – Procurement Services 300 E. Joppa Road, Suite 1000 Towson, MD 21286
TO Procurement Officer:	Arthur E. Petersen, Jr. Department of Public Safety and Correctional Services OSEC – Procurement Services 300 E. Joppa Road, Suite 1000 Towson, MD 21286
e-mail:	Arthur.petersen@maryland.gov
Office Phone:	410-339-5929
TO Manager:	Maria Gutierrez, Director, IT Customer Support Services Department of Public Safety and Correctional Services Information Technology & Communications Division 6776 Reisterstown Road, Suite 209 Baltimore, MD 21215
e-mail:	Maria.gutierrez@maryland.gov
Office Phone:	410-585-3826
TO Proposals are to be sent to:	Arthur.petersen@maryland.gov
TO Pre-proposal Conference:	Due to the COVID-19 situation no pre-proposal conference will be held. Please direct all questions via email to the TO Procurement Officer not later than Thursday, April 30, 2020 at 12:00PM.
TO Proposals Due (Closing) Date and Time:	May 11, 2020, 2:00 PM Local Time Offerors are reminded that a completed Feedback Form is requested if a no-bid decision is made (see Section 5).
MBE Subcontracting Goal:	0%.
VSBE Subcontracting Goal:	0%

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

Task Order Type:	Fixed Price and Time and Materials
Task Order Duration:	Five Years
Primary Place of Performance:	Multiple Department facilities and locations throughout Maryland. See Appendix 7.
SBR Designation:	YES
Federal Funding:	No
Questions Due Date and Time	April 30, 2020 at 12:00 PM Local Time

TABLE OF CONTENTS – TORFP

1. Minimum Qualifications.....	vii
1.1. OFFEROR COMPANY MINIMUM QUALIFICATIONS	vii
1.2. OFFEROR COMPANY QUALIFICATIONS	vii
1.3. Offeror Personnel Minimum Qualifications	vii
2. TO Contractor Requirements: Scope of Work.....	ix
2.1. Summary Statement	ix
2.2. Background and Purpose	ix
2.3. Responsibilities and Tasks	xii
In this TOA the TO Contractor provides the Department with maintenance, repair and installation services to supplement those provided in house by ITCD staff. The services are only provided on call, as needed. The Department’s requirements are provided in the Table in Section 2.3.1. ...	xii
2.3.1 TECHNICAL REQUIREMENTS	xii
2.4. Deliverables	xiv
2.5. Optional Features, Future Work	xviii
2.6. Service Level Agreement (SLA).....	xviii
3. TO Contractor Requirements: General.....	xxi
3.1. Task Order Initiation Requirements	xxi
3.2. Invoicing	xxi
3.3. Insurance Requirements	xxiii
3.4. Security Requirements	xxiii
3.5. RESERVED	xxvi
3.6. SOC 2 Type 2 Audit Report	xxvi
3.7. Performance and Personnel.....	xxvii
3.8. Substitution of Personnel	xxix
3.9. Minority Business Enterprise (MBE) Reports	xxx
3.10. Veteran Small Business Enterprise (VSBE) Reports	xxx
3.11. Work Orders	xxx
3.12. Additional Clauses	xxx
4. TORFP Instructions.....	xxxiii
4.3. TO Pre-Proposal Conference	xxxiii
4.4. Questions	xxxiii
4.5. TO Proposal Due (Closing) Date and Time	xxxiii

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

4.6. Award Basis.....	xxxiv
4.7. Oral Presentation.....	xxxiv
4.8. MBE Participation Goal.....	xxxiv
4.9. VSBE Goal.....	xxxiv
4.10. Living Wage Requirements.....	xxxiv
4.11. Federal Funding Acknowledgement.....	xxxiv
4.12. Conflict of Interest Affidavit and Disclosure.....	xxxv
4.13. Non-Disclosure Agreement.....	xxxv
4.14. HIPAA - Business Associate Agreement.....	xxxv
4.15. Iranian Non-Investment.....	xxxv
4.16. Mercury and Products That Contain Mercury.....	xxxv
4.17. Location of the Performance of Services Disclosure.....	xxxv
4.18. Department of Human Services (DHS) Hiring Agreement.....	xxxv
4.19. Small Business Reserve (SBR) Set-Aside.....	xxxvi
4.20. Bonds.....	xxxvii
5. TO Proposal Format.....	xxxviii
5.1. Required Response.....	xxxviii
5.2. Two Part Submission.....	xxxviii
5.3. TO Proposal.....	xxxviii
5.4. Volume I - TO Technical Proposal.....	xxxix
5.5. Volume II – TO Financial Proposal.....	xlii
6. Evaluation and Selection Process.....	xlili
6.1. Evaluation Committee.....	xlili
6.2. TO Technical Proposal Evaluation Criteria.....	xlili
6.3. TO Financial Proposal Evaluation Criteria.....	xlili
6.4. Selection Procedures.....	xlili
6.5. Documents Required upon Notice of Recommendation for Task Order Award.....	xliv
7. TORFP ATTACHMENTS AND APPENDICES.....	xlvi
A. TO Pre-Proposal Conference Response Form.....	xlvii
B. TO Financial Proposal Instructions & Form.....	xlviii
C. RESERVED	li
D. Minority Business Enterprise (MBE) Forms.....	lii

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

E. Veteran-Owned Small Business Enterprise (VSBE) Formsliii

F. Maryland Living Wage Affidavit of Agreement for Service Contractsliv

G. Federal Funds Attachmentslviii

H. Department Conflict of Interest Affidavit and Disclosure.....lix

I. Non-Disclosure Agreement (TO Contractor).....lx

J. HIPAA Business Associate Agreement.....lxvi

K. State Mercury Affidavitlxvii

L. Location of the Performance of Services Disclosure.....lxviii

M. Task Order Ixix

N. RESERVED Ixxii

O. RESERVED Ixxii

P. Certification Regarding Investments in IranIxxiii

Appendix 1. – Abbreviations and DefinitionsIxxiv

Appendix 2. – Offeror Information SheetIxxvii

Appendix 3. Criminal Background Check Affidavit.....Ixxix

Appendix 4. Labor Classification Personnel Resume SummaryIxxx

Appendix 5. Non-Disclosure Agreement (Offeror)Ixxxvii

Appendix 6. – Desktop Equipment Inventory135

Appendix 7. – Desktop Equipment Locations.....140

1. Minimum Qualifications

1.1. OFFEROR COMPANY MINIMUM QUALIFICATIONS

The following minimum qualifications are mandatory. The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The Master Contractor shall demonstrate, in its proposal, that it possesses such expertise in-house or has fostered strategic alliances with other firms for providing such services:

A. The TO Contractor shall have a minimum of five (5) years' experience providing onsite hardware maintenance and support services to organizations similar in IT operating environment. Minimum qualification will be validated based on three (3) examples of projects and/or Department of Maryland experience from TO Contractor's Technical Proposal.

1.2. OFFEROR COMPANY QUALIFICATIONS

The TO Contractor shall provide Junior Network Technicians that meet the criteria below.

1.3. Offeror Personnel Minimum Qualifications

Offeror Personnel shall meet the following minimum qualification criteria to be eligible for consideration in the evaluation of this TORFP:

The Junior Network Technicians shall meet the following qualifications:

- A minimum of three (3) years of hands-on experience in repairing computer hardware and software in a broad based environment. Minimum qualification will be validated based on experience in resume and/or references provided in TO Contractor's Technical Proposal.
- All services shall be performed by the TO Contractor's technicians who are qualified through factory, OEM training or certification for the make of equipment. The TO Contractor's technicians must have Computer Technology Industry Association (CompTIA) A+ Certification (hardware and operation systems technologies).
- Current DCSE (Dell Certified Systems Expert) in Optiplex, Precision and Latitude models
- MCP (Microsoft Certified Professional)
- CompTIA A+ certification

Proposed personnel experience start and end dates must be clearly identified for each applicable minimum requirement.

1.3.1. Junior Network Technician

Meets the identified labor category description as described in **CATS + RFP Section 2.10** (<http://doit.maryland.gov/contracts/Documents/CATSPPlus2016/060B2490023-2016CATSPPlus2016RFP.pdf>).

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

2. TO Contractor Requirements: Scope of Work

2.1. Summary Statement

The Department is issuing this CATS+ TORFP to engage the services of a CATS+ Master Contractor through a Task Order Agreement (TOA) for junior level technical staff that shall provide the Department with:

Onsite maintenance and repair services for the Department's desktop computer systems, laptops, tablets, printers, scanners, and other related peripherals and software;

Installation services for new and replacement desktop computer systems, laptops, tablets, printers, scanners, and other related peripherals and software. Installation requirements may include small deployments of less than five (5) units for a single office, to as many as several hundred units at Department facilities throughout the Department.

This procurement is not for staff augmentation, as the services requested will be provided only on an as-needed basis.

2.2. Background and Purpose

The Information Technology & Communications Division (ITCD) manages, operates and provides cyber security for the Department's information technology (IT) infrastructure and provides technical expertise in the design, maintenance, repair, and installation of information technology (hardware and software) to the Department's user community throughout Maryland.

The Department's daily operations and critical business processes, as well as those of other law enforcement and criminal justice organizations statewide, depend on the 24/7/365 reliability and dependability of the ITCD infrastructure. Therefore, ITCD must ensure that all elements are functional, up to date and in a state of good repair via preventive maintenance, upgrades and, when necessary, the execution of repairs in a timely manner, to minimize downtime. However, equipment does malfunction, fail and is no longer repairable, or becomes obsolete, and must be replaced.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

2.2.1. Current Environment

The Department's current IT infrastructure is based on a mainframe/enterprise server architecture, which end users access via a secure web-based portal through their desktop and portable devices supplemented for data input and output by desktop and networked scanners and printers. **Appendix 6** identifies the Department's inventory and location of this equipment.

While newer end user equipment may be covered by original or extended warranties, ITCD has limited resources to deploy for maintaining and repairing equipment that is no longer eligible for warranty coverage. This is the equipment the TO Contractor will assist ITCD to maintain, upgrade, repair or replace under the Task Order Agreement (TOA).

2.2.2. Existing Hardware

Appendix 6 identifies the Department's inventory and location of equipment to be serviced under this TOA.

2.2.3. Department Staff and Roles

In addition to the TO Procurement Officer and TO Manager, the Department will provide:

- A. Department TO Manager
 - 1) The Department will provide a Department Project Manager who will be responsible for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract. The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours deliverable for work types; actual work produced will be reconciled with the hours reported.
 - 2) The Department Project Manager will provide the following:
 - a) One or more persons to act as his representative in connection with the above mentioned activities.

2.2.4. Other Department Responsibilities

- A. The Department will provide normal office working facilities and equipment reasonably necessary for TO Contractor performance under this Task Order. Any special requirements (e.g., reprographic services, computer time, key data entry) shall be identified.
- B. The Department is responsible for providing required information, data, documentation, and test data to facilitate the TO Contractor's performance of the work, and will provide such additional assistance and services as is specifically set forth.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

2.3. Responsibilities and Tasks

In this TOA the TO Contractor provides the Department with maintenance, repair and installation services to supplement those provided in house by ITCD staff. The services are only provided on call, as needed. The Department's requirements are provided in the Table in Section 2.3.1.

2.3.1 TECHNICAL REQUIREMENTS

Task#	Technical Requirements	Deliverable ID #
2.3.1.1	TO Contractor shall receive and respond to incoming calls, and/or emails regarding problems with desktop, laptop and other portable devices, printers and other related peripherals. Requests for service shall be logged into the TO Contractor's Help Desk and a repair ticket issued to the requestor.	
2.3.1.2	TO Contractor shall provide live-response to repair ticketed service requests and discuss the reported problem with the requestor to determine when and how the problem arose and if possible resolve the problem with the requestor during the call. If the problem cannot be solved on the call, the TO Contractor will contact the TO Manager for an on-site visit.	
2.3.1.3	TO Contractor shall perform all on-site diagnostic and preventive maintenance services in compliance with published current OEM requirements for all equipment listed in Appendix# at the locations listed in Appendix# 7 .	
2.3.1.4	TO Contractor shall perform onsite analysis and diagnosis of equipment problems reported by end users, recommend corrective actions to the TO Manager and quickly implement those actions upon the TO Manager's approval.	
2.3.1.5	TO Contractor shall install, configure, test, maintain, monitor, and troubleshoot end-user workstations and related hardware and software.	
2.3.1.6	TO Contractor shall assess the need for and implement performance upgrades to computers, including the installation of CPUs, I/O and NIC cards, hard drives, power supplies, fans, RAM, video cards, DVD/CD-ROMs, and so on.	
2.3.1.7	TO Contractor shall answer to and perform moves, additions, and changes (MAC) requests as they are submitted by line managers.	
2.3.1.8	TO Contractor shall submit to the TO Manager a monthly status report of all task related activities by the 10th of each month. The reports shall include but not be limited to: Any outstanding action items that the POC or TO Manager that need to be addressed. The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings.	2.5.2.1

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

2.3.1.9	TO Contractor shall accurately document as part of the monthly status report instances of desktop equipment or component failure, repair, installation, and removal.	2.5.2.1
2.3.1.10	TO Contractor shall accurately document the installation and removal of PC equipment on ITCD standard Equipment Transfer Form. TO Contractor shall then submit the paperwork within 5 days to the ITCD Property Team via email to IT-Property-Distro.	2.5.2.1
2.3.1.11	TO Contractor shall, if necessary, liaise with third-party support and PC equipment vendors.	
2.3.1.12	TO Contractor shall utilize the Remedy Action Request System Web application (Mid-tier) to document and track all calls received from the ITCD Call Center. The Department will provide the contractor with the application as well as the required format and field definitions. The DPSCS/ITCD Call Center will assign a “ticket number” when placing a service call. The Contractor shall use the assigned “ticket number” for all tracking and billing purposes.	
2.3.1.13	TO Contractor shall provide a call back to the Agency’s according the (above) service level expectations in 2.4.1.3. The TO Contractor shall ensure the arrival of a service technician on-site within twenty-four (24) hours of being contacted by the Agency’s Call Center in case of normal service level support.	
2.3.1.14	The TO Contractor and the TO Requesting Agency shall conduct monthly progress meetings.	2.5.2.1

2.3.2. **TO Contractor-Supplied Hardware, Software, and Materials**

- A. Material costs, for hardware items utilized in the repair of computers and printers, shall be passed through with no mark-up by the TO Contractor. (i.e., hard drives, fans, power supplies etc.)
- B. The Offeror shall provide the manufacturer’s standard warranty for parts and the provider’s warranty for labor for each item. Any warranty period for goods and services will not commence until acceptance of the products or services by the Department. Notwithstanding anything to the contrary, all defective items must be replaced at no additional cost to the Department. TO Contractor must demonstrate that it is a licensed reseller or distributor of needed parts.

2.3.3. **Required Project Policies, Guidelines and Methodologies**

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting Information Technology projects, which may be created or changed periodically. Offeror is required to review all applicable links provided below and Department compliance in its response.

It is the responsibility of the TO Contractor to ensure adherence and to remain abreast of new or revised laws, regulations, policies, standards and guidelines affecting project execution. These include, but are not limited to:

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

- A. The Department of Maryland Information Technology Security Policy and Standards at: www.DoIT.maryland.gov - keyword: Security Policy;
- B. Department TO Contractor Personnel shall follow a consistent methodology for all Task Order activities.

2.4. Deliverables

The Department's required deliverables and acceptance criteria for this TORFP are defined in Table 2.4.1.

Table 2.4.1

ID #	Deliverable Description	Acceptance Criteria
2.4.1.1	Network Technician (Junior): <i>(2000 hours per year)</i>	Shall be in compliance with Section 1.2 Offeror Personnel Minimum Qualifications and CATS+ Labor Category requirements.
2.4.1.2	Preventive Maintenance Schedules <i>(Shall provide to TO Manager Upon Contract Award NTP + 15 business days)</i>	Shall be in compliance with OEM requirements for periodic maintenance and upgrade path (if applicable). TO Contractor shall provide a checklist for the TO Manager to track and monitor the TO Contractor's progress in adhering to the schedule.
2.4.1.3	Communication Plan <i>(Shall provide to TO Manager Upon Contract Award NTP + 15 business days)</i>	TO Contractor shall at a minimum provide the TO manager with the identity of all technical and management staff assigned to the TO Agreement, their respective roles and responsibilities and all primary and alternative means of contact.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

<p>2.4.1.4</p>	<p>Monthly Status Report <i>(Shall provide to TO Manager not less than 14 days prior to the scheduled monthly status meeting.)</i></p>	<p>TO Contractor shall submit a Monthly Status Report to the TO Manager The report shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none">• TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.• Work accomplished during the monthly period referencing all Department Ticket Numbers broken out by scheduled maintenance versus break/fix actions.• Provide copies of Equipment Transfer Forms as needed.• Problem areas, including potential scope creep or deviation from the work plan and recommended curative actions.• Planned activities for the next reporting period.• Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.• An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and payments received-to-date.
-----------------------	--	--

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

2.4.1.5	Exception Reports	TO Contractor shall document exceptional events including equipment malfunctions or failures that may be due to manufacturer defects, consistent misuse, or other unusual causes than normal wear and tear. TO Contractor shall provide such reports to the TO Manager not more than five (5) days after each reported incident.
2.4.1.6	Annual Report <i>(Shall provide to TO Manager not less than 14 days after the end of each contract year.)</i>	TO Contractor shall document in an annual report to the TO Manager its compliance with the SOW during the preceding contract year; identify any and all extraordinary incidents and how they were resolved by the TO Contractor to mitigate their impact on the Department's business operations; actions initiated by the TO Contractor to improve its execution of the SOW and a projection of the work plan for the new contract year.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

2.4.2. Deliverable Submission

For every deliverable, the TO Contractor shall request the TO Manager to confirm receipt of the deliverable by sending an e-mail identifying the deliverable name and date of receipt.

For each deliverable, the TO Contractor shall submit to the TO Manager, by e-mail, an Agency Deliverable Product Acceptance Form (DPAF), an example of which is provided on the DoIT web page here: <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+DPAFSample.pdf>.

Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project and/or Microsoft Visio within two (2) versions of the current version. At the TO Manager's discretion, the TO Manager may request one hard copy of a written deliverable.

A standard deliverable review cycle will be elaborated and agreed-upon between the Department and the TO Contractor. This review process is entered into when the TO Contractor completes a deliverable.

For any written deliverable, the TO Manager may request a draft version of the deliverable, to comply with the minimum deliverable quality criteria listed in **Section 2.4.4 Minimum Deliverable Quality**. Drafts of each final deliverable, except status reports, are required at least two weeks in advance of when the final deliverables are due (with the exception of deliverables due at the beginning of the project where this lead time is not possible, or where draft delivery date is explicitly specified). Draft versions of a deliverable shall comply with the minimum deliverable quality criteria listed in **Section 2.4.4**.

2.4.3. Deliverable Acceptance

A final deliverable shall satisfy the scope and requirements of this TORFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined in **Section 2.4.5 Deliverable Descriptions/Acceptance Criteria**.

The TO Manager shall review a final deliverable to determine compliance with the acceptance criteria as defined for that deliverable. The TO Manager is responsible for coordinating comments and input from various team members and stakeholders. The TO Manager is responsible for providing clear guidance and direction to the TO Contractor in the event of divergent feedback from various team members.

The TO Manager will issue to the TO Contractor a notice of acceptance or rejection of the deliverable in the DPAF (see online sample). Following the return of the DPAF indicating "Accepted" and signed by the TO Manager, the TO Contractor shall submit a proper invoice in accordance with the procedures in **Section 3.2**. The invoice must be accompanied by a copy of the executed DPAF or payment may be withheld.

In the event of rejection, the TO Manager will formally communicate in writing any deliverable deficiencies or non-conformities to the TO Contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the TO Contractor to address the deficiencies. The TO Contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

At the TO Manager's discretion, subsequent project tasks may not continue until deliverable deficiencies are rectified and accepted by the TO Manager or the TO Manager has specifically issued, in writing, a waiver for conditional continuance of project tasks.

2.4.4. Minimum Deliverable Quality

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

The TO Contractor shall subject each deliverable to its internal quality-control process prior to submitting the deliverable to the Department. Each deliverable shall meet the following minimum acceptance criteria:

Be presented in a format appropriate for the subject matter and depth of discussion.

Be organized in a manner that presents a logical flow of the deliverable's content.

Represent factual information reasonably expected to have been known at the time of submittal.

In each section of the deliverable, include only information relevant to that section of the deliverable.

Contain content and presentation consistent with industry best practices in terms of deliverable completeness, clarity, and quality.

Comply with the acceptance criteria applicable to that deliverable, including any Department policies, functional or non-functional requirements, or industry standards.

Contain no structural errors such as poor grammar, misspellings or incorrect punctuation.

Shall contain the deliverable's date, author, and page numbers. When applicable for a deliverable, a revision table must be included.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall otherwise comply with minimum deliverable quality criteria above.

2.4.5. Deliverable Descriptions/Acceptance Criteria

In addition to the items identified in **Table 2.4.1**, the TO Contractor may suggest other subtasks, artifacts, or deliverables to improve the quality and success of the assigned tasks.

2.5. Optional Features, Future Work

2.5.1. Change Orders

- 2.5.1 If the TO Contractor is required to perform work beyond the scope of this TORFP, or there is a work reduction due to unforeseen scope changes, a TO Change Order is required. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor's proposed rates in the Master Contract and scope of the work change.
- 2.5.2 No scope of work changes shall be performed until a change order is approved by DoIT and executed by the TO Procurement Officer.

2.6. Service Level Agreement (SLA)

The TO Contractor shall provide live-voice response to the Department's calls as depicted in the Service Level Agreement. The TO Contractor shall have access via cell phone to its technical support and field personnel so that the required technical support personnel may be contacted regardless of location.

2.6.1. Definitions

- A. A "Problem" is defined as any desktop, laptop, tablet or peripheral hardware malfunction reported via a help desk.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

- A. "Problem resolution time" is defined as the period of time from when the help desk ticket is opened to when it is resolved.
- B. Monthly Charges: for purposes of SLA credit calculation, Monthly Charges are defined as the charges invoiced during the month of the reported problems for the monthly fixed services as set forth in **the TO Financial Proposal Form**.

2.6.2. SLA Requirements

The TO Contractor shall:

- A. Be responsible for complying with all performance measurements, and shall also ensure compliance by all subcontractors.
- B. Meet the problem response time and resolution requirements.
- C. Provide a monthly report to monitor and detail response times and resolution times.
- D. Log Problems into the TO Contractor-supplied help desk software. Respond to and update all Problems, including recording when a Problem is resolved and its resolution. Appropriate Department personnel shall be notified when a Problem is resolved.
- E. The Department shall make the final determination regarding Problem severity.

2.6.3. Service Level Measurements Table (System Performance)

The TO Contractor shall comply with the service level measurements in the following table:

ID #	<u>Service Level Agreement</u>	Performance Measure
2.6.3.1	TO Contractor shall provide a toll free telephone number to be used by Department staff for placing service calls.	Minimum availability: 5 days/week Monday - Friday 8:00 AM - 5:00 PM
2.6.3.2	TO Contractor shall provide live-voice response to the Department staff calls and shall have cell phone access to its technical support and field personnel to minimize response times to service calls.	Maximum Phone Response Time not more than 1 hour. On-site response to calls after 1:00 PM may be fulfilled by 9:00 AM the next business day.
2.6.3.3	Time that TO Contractor shall complete all repairs.	Within not more than two (2) working days.
2.6.3.4	All assigned technicians shall be directly employed and supervised by the TO Contractor or subcontractor unless otherwise approved by the Department.	The Department reserves the right to reject service technicians who in its judgment or opinion are not qualified to perform the work or do not conduct themselves in a professional manner.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

3. TO Contractor Requirements: General

3.1. Task Order Initiation Requirements

TO Contractor shall schedule and conduct a kickoff meeting with the Department's Project manager and relevant staff within 10 business days of NTP date at which time the TO Contractor:

3.1.1 Shall introduce its Project Manager and other staff assigned to the Task Order Agreement and establish the chain of communications with the Department;

3.1.2 Shall introduce the MBE and other subcontractors, if applicable, detailing their roles in executing the Scope of Work and finalizing the goal and utilization reporting requirements, and

3.1.3 Shall discuss and finalize with the Department all monitoring, reporting, problem resolution, invoicing and payment requirements.

3.2. Invoicing

3.2.3. Definitions

- A. "Proper Invoice" means a bill, written document, or electronic transmission, readable by the agency, provided by a vendor requesting an amount that is due and payable by law under a written procurement contract for property received or services rendered that meets the requirements of COMAR 21.06.09.02.
- B. "Late Payment" means any amounts that are due and payable by law under a written procurement contract, without deferral, delay, or set-off under COMAR 21.02.07.03, and remains unpaid more than 45 days after an agency receives a Proper Invoice.
- C. "Payment" includes all required processing and authorization by the Comptroller of the Treasury, as provided under COMAR 21.02.07, and may be deferred, delayed, or set-off as applicable under COMAR 21.02.07.03.

3.2.4. General

- A. Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS+ Master Contract.
- B. The TO Contractor shall e-mail the original of each invoice and signed authorization to invoice to the TO Manager and to the Department's Accounts Payable office at e-mail address: accountspayable.osec@maryland.gov.
- C. All invoices for services shall be verified by the TO Contractor as accurate at the time of submission.
- D. Invoices submitted without the required information cannot be processed for payment. A Proper Invoice, required as Payment documentation, must include the following information, without error:
 - 1) TO Contractor name and address;
 - 2) Remittance address;
 - 3) Federal taxpayer identification (FEIN) number, social security number, as appropriate;
 - 4) Invoice period (i.e. time period during which services covered by invoice were performed);
 - 5) Invoice date;

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

- 6) Invoice number;
 - 7) Department assigned TO Agreement number;
 - 8) Department assigned (Blanket) Purchase Order number(s);
 - 9) Goods or services provided;
 - 10) Amount due; and
 - 11) Any additional documentation required by regulation or the Task Order.
- E. Invoices that contain both fixed price and time and material items shall clearly identify the items as either fixed price or time and material billing.
- F. The Department reserves the right to reduce or withhold Task Order payment in the event the TO Contractor does not provide the Department with all required deliverables within the time frame specified in the Task Order or otherwise breaches the terms and conditions of the Task Order until such time as the TO Contractor brings itself into full compliance with the Task Order.
- G. Any action on the part of the Department, or dispute of action by the TO Contractor, shall be in accordance with the provisions of Md. Code Ann., Department Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.04.
- H. The Department is generally exempt from federal excise taxes, Maryland sales and use taxes, District of Columbia sales taxes and transportation taxes. The TO Contractor; however, is not exempt from such sales and use taxes and may be liable for the same.
- I. Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

3.2.5. Invoice Submission Schedule

The TO Contractor shall submit invoices in accordance with the following schedule:

Invoices shall be submitted monthly and within 30 days of delivery of goods and services unless otherwise accepted in the TO Proposal or Work Order response.

3.2.6. For the purposes of this Task Order an amount will not be deemed due and payable if:

- A. The amount invoiced is inconsistent with the Task Order.
- B. The proper invoice has not been received by the party or office specified in the Task Order.
- C. The invoice or performance is in dispute or the TO Contractor has failed to otherwise comply with the provisions of the Task Order.
- D. The item or services have not been accepted.
- E. The quantity of items delivered is less than the quantity ordered.
- F. The items or services do not meet the quality requirements of the Task Order
- G. The TO Contractor has not submitted satisfactory documentation or other evidence reasonably required by the TO Procurement Officer or by the contract concerning performance under the contract and compliance with its provisions.

3.2.7. Travel Reimbursement

Travel will not be reimbursed under this TORFP.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

3.2.8. Retainage

This solicitation does not require retainage.

3.3. Insurance Requirements

- 3.3.1. Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).
- 3.3.2. Offeror shall confirm that, as of the date of its proposal, the insurance policies incorporated into its Master Contract are still current and effective at the required levels (See Master Contract Section 2.7).
- 3.3.3. The Offeror shall also confirm that any insurance policies intended to satisfy the requirements of this TORFP are issued by a company that is licensed to do business in the State of Maryland.
- 3.3.4. The recommended awardee must provide a certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this Section 3.6 "Insurance Requirements" within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts the TO Contractor shall update certificates of insurance annually, or as otherwise directed by the TO Manager.

3.4. Security Requirements

3.4.1 Employee Identification

- A. TO Contractor Personnel shall display his or her company ID badge in a visible location at all times while on Department premises. Upon request of authorized Department personnel, each such TO Contractor Personnel shall provide additional photo identification.
- B. TO Contractor Personnel shall cooperate with Department site requirements, including but not limited to, being prepared to be escorted at all times, and providing information for Department badge issuance.
- C. TO Contractor shall remove any TO Contractor Personnel from working on the Task Order where the Department determines, in its sole discretion, that said TO Contractor Personnel has not adhered to the Security requirements specified herein.
- D. The Department reserves the right to request that the TO Contractor submit proof of employment authorization of non-United Departments Citizens, prior to commencement of work under the Task Order.
- E. Unless otherwise specified, the cost of complying with all security requirements specified herein are the sole responsibility and obligation of the TO Contractor and its subcontractors and no such costs shall be passed through to or reimbursed by the Department or any of its agencies or units.

3.4.2 Security Clearance / Criminal Background Checks

- A. A criminal background check for any TO Contractor Personnel providing on-site services shall be completed prior to each TO Contractor Personnel providing any services under the TO Contract. The TO Contractor shall obtain at its own expense a Criminal Justice Information System (CJIS) state and federal criminal background check, including fingerprinting, for all TO Contractor Personnel listed in subparagraph A. This check may be performed by a public or private entity.
- B. The TO Contractor shall provide certification to the Department that the TO Contractor has completed the required criminal background check described in this TO Contract for each required TO Contractor Personnel prior to assignment, and that the TO Contractor Personnel have successfully passed this check.
- C. Persons with a criminal record may not perform services under this TO Contract unless prior written approval is obtained from the TO Manager. The TO Manager reserves the right to reject any individual based upon the results of the background check. Decisions of the TO Manager as to acceptability of a candidate are final. The Department reserves the right to refuse any individual TO Contractor Personnel to work on Department premises, based upon certain specified criminal convictions, as specified by the Department.

3.4.3. On-Site Security Requirement(s)

- A. For the conditions noted below, TO Contractor Personnel may be barred from entrance or leaving any site until such time that the Department's conditions and queries are satisfied.
 - 1) TO Contractor Personnel may be subject to random security checks when entering and leaving Department secured areas. The Department reserves the right to require TO Contractor Personnel to be accompanied while in secured premises.
 - 2) Some Department sites require each person entering the premises to document and inventory items (such as tools and equipment) being brought onto the site, and to submit to a physical search of his or her person. Therefore, TO Contractor Personnel shall always have available an inventory list of tools being brought onto a site and be prepared to present the inventory list to the Department staff or an officer upon arrival for review, as well as present the tools or equipment for inspection. Before leaving the site, the TO Contractor Personnel will again present the inventory list and the tools or equipment for inspection. Upon both entering the site and leaving the site, Department staff or a correctional or police officer may search TO Contractor Personnel. Depending upon facility rules, specific tools or personal items may be prohibited from being brought into the facility.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

- B. Any TO Contractor Personnel who enters the premises of a facility under the jurisdiction of the Department may be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department.
- C. Further, TO Contractor Personnel shall not violate Md. Code Ann., Criminal Law Art. Section 9-410 through 9-417 and such other security policies of the agency that controls the facility to which the TO Contractor Personnel seeks access. The failure of any of the TO Contractor Personnel to comply with any provision of the TO Agreement is sufficient grounds for the Department to immediately terminate the TO Agreement for default.

3.4.4. Information Technology

This section does not apply to this TORFP.

3.4.5. Data Protection and Controls

This section does not apply to this TORFP.

3.4.6. Security Plan

- A. The TO Contractor shall protect Department data according to a written security policy (“Security Plan”) no less rigorous than that of the Department, and shall supply a copy of such policy to the Department for validation, with any appropriate updates, on an annual basis.
- B. The Security Plan shall detail the steps and processes employed by the TO Contractor as well as the features and characteristics which will ensure compliance with the security requirements of the TO Agreement.

3.4.7. Security Incident Response

- A. The TO Contractor shall notify the Department in accordance with **Section 3.7.9A-D** when any TO Contractor system that may access, process, or store Department data or systems experiences a Security Incident or a Data Breach as follows:
 - 1) notify the Department within twenty-four (24) hours of the discovery of a Security Incident by providing notice via written or electronic correspondence to the TO Manager, Department chief information officer and Department chief information security officer;
 - 2) notify the Department within two (2) hours if there is a threat to the TO Contractor’s Solution as it pertains to the use, disclosure, and security of Department data; and
 - 3) provide written notice to the Department within one (1) Business Day after TO Contractor’s discovery of unauthorized use or disclosure of Department data and thereafter all information the Department requests concerning such unauthorized use or disclosure.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

- B. TO Contractor's notice shall identify:
- 1) the nature of the unauthorized use or disclosure;
 - 2) the Department data used or disclosed,
 - 3) who made the unauthorized use or received the unauthorized disclosure;
 - 4) what the TO Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and
 - 5) what corrective action the TO Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - 6) The TO Contractor shall provide such other information, including a written report, as reasonably requested by the Department.
- C. The TO Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the TO Agreement. Discussing Security Incidents with the Department should be handled on an urgent as-needed basis, as part of TO Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the TO Agreement.
- D. The Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of Department data or other event requiring notification, and, where notification is required, assume responsibility for informing all such individuals in accordance with applicable law and to indemnify and hold harmless the Department and its officials and employees from and against any claims, damages, and actions related to the event requiring notification.

3.4.8. Data Breach Responsibilities

This section does not apply to this TORFP.

3.5. RESERVED

3.6. SOC 2 Type 2 Audit Report

A SOC 2 Type 2 Report is not a TO Contractor requirement for this Task Order.

3.7. Performance and Personnel

3.7.1. ROLES AND RESPONSIBILITIES

Personnel roles and responsibilities under the Task Order:

- A. **TO Procurement Officer** – The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement.
- B. **TO Manager** - The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement, administrative functions, including issuing written directions, and for ensuring compliance with the terms and conditions of the CATS+ Master Contract.

The TO Manager will assign tasks to the personnel provided under this TORFP and will track and monitor the work being performed through the monthly accounting of hours' deliverable for work types; actual work produced will be reconciled with the hours reported.

- C. **TO Contractor** – The TO Contractor is the CATS+ Master Contractor awarded this Task Order. The TO Contractor shall provide human resources as necessary to perform the services described in this TORFP Scope of Work.
- D. **TO Contractor Manager** – The TO Contractor Manager will serve as primary point of contact with the TO Manager to regularly discuss progress of tasks, upcoming tasking, historical performance, and resolution of any issues that may arise pertaining to the TO Contractor Personnel. The TO Contractor Manager will serve as liaison between the TO Manager and the senior TO Contractor management.
- E. **TO Contractor Personnel** – Any official, employee, agent, Subcontractor, or Subcontractor agents of the TO Contractor who is involved with the Task Order over the course of the Task Order period of performance.
- F. **Key Personnel** – A subset of TO Contractor Personnel whose departure during the performance period, will, in the Department's opinion, have a substantial negative impact on Task Order performance. Key Personnel proposed as part of the TO Proposal shall start as of TO Agreement issuance unless specified otherwise in this TORFP or the Offeror's TO Technical Proposal. Key Personnel may be identified after Task Order award.

3.7.2. Offeror and Personnel Experience

3.7.2.1. Offeror Experience

The TO Contractor shall have five (5) years of experience providing onsite hardware maintenance and support services to organizations similar in IT operating environment. Experience will be validated with three (3) examples of projects from the TO Contractor's Technical Proposal.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

3.7.3. Personnel Experience

The TO Contractor shall provide Junior Network Technicians that meet the following criteria:

- A. A minimum of three (3) years of hands-on experience repairing computer hardware and software systems in a broad based environment. Minimum qualifications will be validated based on experience provided in resumes and/or references in the TO Contractor's Technical Proposal.
- B. All services shall be performed by the TO Contractor's technicians who are qualified through factory, OEM training or certification for the make of equipment and have Computer Technology Industry Association (CompTIA) A+ Certification (hardware and operation systems technologies).
- C. Current DCSE (Dell Certified Systems Expert) in Optiplex, Precision and Latitude models.
- D. MCP (Microsoft Certified Professional).
- E. CompTIA A+ Certification.

Technical Qualifications/Certifications: Technician's credentials shall be submitted with the TO Contractor's Technical Proposal.

3.7.4. Number of Personnel to Propose

As part of the TO Proposal evaluation, Offerors shall propose up to four (4) personnel who are expected to be available at the start date specified in the Notice to Proceed (NTP). Offerors shall describe in a Staffing Plan how additional resources shall be acquired to meet the needs of the Department. Such planned positions may not be used as evidence of fulfilling personnel minimum qualifications.

3.7.5. Key Personnel Identified

For the Task Order, the following positions to be identified in the TO Technical Proposal will be considered Key Personnel, and shall be required to meet the qualifications stated in **Appendix 4**.

- A. Junior Network Technician

3.7.6. Labor Categories

- A. The Labor Categories are identified and described in Appendix 4. To be responsive to this TORFP, Offerors must be capable of providing and meeting the minimum qualifications for all the labor categories listed. Offerors shall submit a TO Financial Proposal Form (Attachment P) that provides labor rates for all labor categories for all Task Order years (initial term and any option periods). Actual resumes shall be provided only for Key Personnel as described in Appendix 4. Resumes for resources provided later shall be

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

coordinated by the TO Manager per the TO Technical Proposal and, if requested in a Work Order, shall be governed by the Work Order process.

- B. Each Labor Category includes Titles, Position Description, Education and Experience (General and Specialized).
- C. Education and experience described below constitute the minimum qualifications for candidates proposed in response to a TORFP. All experience required must have occurred within the most recent ten (10) years.
- D. TO Contractor Personnel Experience (including Key Personnel submitted in response to this TORFP).

3.7.7. Substitution of Education for Experience

A Bachelor's Degree or higher may be substituted for the general and specialized experience for those labor categories requiring a High School Diploma. A Master's Degree may be substituted for two years of the general and specialized experience for those labor categories requiring a Bachelor's Degree. Substitution shall be reviewed and approved by the Department at its discretion.

3.7.8. Substitution of Experience for Education

- A. Substitution of experience for education may be permitted at the discretion of the Department.
- B. Substitution of Professional Certificates for Experience:
- C. Professional certification (e.g., Microsoft Certified Solutions Expert, SQL Certified Database Administrator) may be substituted for up to two (2) years for general and specialized experience at the discretion of the Department.

3.7.9. TO Contractor Personnel Certifications

All TO Contractor Personnel certifications shall remain in good standing for the duration of the TO Agreement. The Department shall have the right to request the status of personnel certifications on an annual basis.

3.7.10. Work Hours

- A. Business Hours Support: TO Contractor shall assign TO Contractor Personnel to support Department business hours 8 AM to 5 PM), Monday through Friday except for Department holidays.
- B. Needs beyond the hours described in paragraph A may be defined in a Task Order.
- C. TO Contractor Personnel may also be required to provide occasional support outside of normal Department Business Hours, including evenings, overnight, and weekends, to support specific efforts and emergencies, such as to resolve system repair or restoration. Hours performing activities would be billed on an actual time worked basis at the rates proposed.

3.8. Substitution of Personnel

3.8.3. Directed Personnel Replacement

- A. The TO Manager may direct the TO Contractor to replace any TO Contractor Personnel who, in the sole discretion of the TO Manager, are perceived as being unqualified, non-productive,

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

unable to fully perform the job duties, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law or Department, Contract, or Task Order requirement.

- B. Replacement or substitution of TO Contractor Personnel under this section shall be in addition to, and not in lieu of, the Department's remedies under the Task Order or which otherwise may be available at law or in equity.

3.8.4. Substitution Prior to and 30 Days After Task Order Execution

- A. Prior to Task Order Execution or within thirty (30) days after Task Order Execution, the Offeror may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an *Extraordinary Personnel Event*, or death of such personnel. To qualify for such substitution, the Offeror must describe to the Department's satisfaction the event necessitating substitution and must demonstrate that the originally proposed personnel are actual full-time direct employees with the Offeror (subcontractors, temporary staff or 1099 contractors do not qualify). Proposed substitutions shall be of equal caliber or higher, in the Department's sole discretion. Proposed substitutes deemed by the Department to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.
- B. An *Extraordinary Personnel Event* – means Leave under the Family Medical Leave Act; an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of the Department warrant an extended leave of absence, such as extended jury duty or extended military service.

3.8.5. Substitution More Than 30 Days After Task Order Execution

The procedure for substituting personnel after Task Order execution is as follows:

- A. The TO Contractor may not substitute personnel without the prior approval of the TO Manager.
- B. To replace any personnel, the TO Contractor shall submit resumes of the proposed individual specifying the intended approved labor category. Any proposed substitute personnel shall have qualifications equal to or better than those of the replaced personnel.
- C. Proposed substitute individual shall be approved by the TO Manager. The TO Manager shall have the option to interview the proposed substitute personnel and may require that such interviews be in person. After the interview, the TO Manager shall notify the TO Contractor of acceptance or denial of the requested substitution. If no acceptable substitute personnel is proposed within the time frame established by the TO Manager, the TO Agreement may be cancelled.

3.9. Minority Business Enterprise (MBE) Reports

There is no MBE Participation Goal for this Task Order.

3.10. Veteran Small Business Enterprise (VSBE) Reports

There is no VSBE Goal for this Task Order.

3.11. Work Orders

This Section Is Not Applicable to This TORFP

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

3.12. Additional Clauses

The TO Contractor shall be subject to the requirements in this section and shall flow down the provisions in all subcontracts.

3.12.3. TORFP Subject to CATS+ Master Contract

In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS+ RFP issued by the Maryland Department of Information Technology (DoIT) and subsequent Master Contract Project Number 060B2490023, including any amendments, including but not limited to:

- A. Custom Software, Custom Source Code, Data;
- B. Hardware and software costs procured as part of the TORFP cannot exceed 49 percent of the total Task Order value;
- C. Material costs shall be passed through with no mark-up by the TO Contractor;
- D. No-Visual Access
- E. By responding to this TORFP and accepting a Task Order award, an Offeror specifically agrees that for any software, hardware or hosting service that it proposes for use by the Department in response to this TORFP, the Department will have the right to purchase from another source, instead of from the selected Offeror.

3.12.4. All times specified in this document are local time, defined as Eastern Standard Time or Eastern Daylight Time, whichever is in effect.

3.12.5. Contract Management Oversight Activities

- A. DoIT is responsible for contract management oversight on the CATS+ Master Contract. As part of that oversight, DoIT has implemented a process for self-reporting contract management activities of Task Orders under CATS+. This process typically applies to active TOs for operations and maintenance services valued at \$1 million or greater, but all CATS+ Task Orders are subject to review.
- B. A sample of the TO Contractor Self-Reporting Checklist is available on the CATS+ website at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+Self-ReportingChecklistSample.pdf>. DoIT may send initial checklists out to applicable/selected TO Contractors approximately three months after the award date for a Task Orders. The TO Contractor shall complete and return the checklist as instructed on the form. Subsequently, at six month intervals from the due date on the initial checklist, the TO Contractor shall update and resend the checklist to DoIT.

3.12.6. Source Code Escrow

This section does not apply to this solicitation.

3.12.7. Purchasing and Recycling Electronic Products

This section does not apply to this solicitation.

3.12.8. Change Control and Advance Notice

This section does not apply to this solicitation.

3.12.9. No-Cost Extensions

In the event there are unspent funds remaining on the TO Agreement, prior to the TO's expiration date the TO Procurement Officer may modify the TO Agreement to extend the TO Agreement beyond its

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

expiration date for the performance of work within the TO's scope of work. Notwithstanding anything to the contrary, no funds may be added to the TO Agreement in connection with any such extension.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

4. TORFP Instructions

4.3. TO Pre-Proposal Conference

- 4.3.1 A TO pre-proposal conference will be held for this TORFP. A TO pre-proposal conference (Conference) will be held at the date, time, and location indicated on the Key Information Summary Sheet.
- 4.3.2 Attendance at the Conference is not mandatory, but all interested parties are encouraged to attend in order to facilitate better preparation of their proposals.
- 4.3.3 Following the Conference, the attendance record and summary of the Conference will be distributed via e-mail to all Master Contractors known to have received a copy of this TORFP.
- 4.3.4 Attendees should bring a copy of the solicitation and a business card to help facilitate the sign-in process.
- 4.3.5 In order to assure adequate seating and other accommodations at the Conference, please e-mail the Pre-Proposal Conference Response Form (Attachment A) no later than the time and date indicated on the form. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the TO Procurement Officer at least five (5) business days prior to the Conference date. The Department will make a reasonable effort to provide such special accommodation.
- 4.3.6 Seating at the Conference will be limited to two (2) attendees per company.

4.4. Questions

- 4.4.1 All questions shall identify in the subject line the Solicitation Number (Q00B9400125 and Title - Microcomputer/Printer Maintenance), and shall be submitted in writing via e-mail to the TO Procurement Officer no later than the date and time specified the Key Information Summary Sheet.
- 4.4.2 Answers to all questions that are not clearly specific only to the requestor will be provided to all Master Contractors who are known to have received a copy of the TORFP.
- 4.4.3 The statements and interpretations contained in responses to any questions, whether responded to verbally or in writing, are not binding on the Department unless it issues an amendment in writing.

4.5. TO Proposal Due (Closing) Date and Time

- 4.5.1 TO Proposals, in the number and form set forth in **Section 5 TO Proposal Format**, must be received by the TO Procurement Officer no later than the TO Proposal due date and time indicated on the Key Information Summary Sheet in order to be considered.
- 4.5.2 Requests for extension of this date or time shall not be granted.
- 4.5.3 Offerors submitting TO Proposals should allow sufficient delivery time to ensure timely receipt by the TO Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, TO Proposals received after the due date and time listed in the Key Information Summary Sheet will not be considered.
- 4.5.4 The date and time of an e-mail submission is determined by the date and time of arrival in the e-mail address indicated on the Key Information Summary Sheet.
- 4.5.5 TO Proposals may be modified or withdrawn by written notice received by the TO Procurement Officer before the time and date set forth in the Key Information Summary Sheet for receipt of TO Proposals.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

4.6. Award Basis

Based upon an evaluation of TO Proposal responses as provided in **Section 6.4**, a Master Contractor will be selected to conduct the work defined in **Sections 2 and 3**. A specific TO Agreement (TOA) will then be entered into between the Department and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the TO Financial Proposal.

4.7. Oral Presentation

Oral presentations will not be held for this solicitation.

4.8. MBE Participation Goal

There is no MBE subcontractor participation goal for this procurement.

4.9. VSBE Goal

There is no VSBE participation goal for this procurement.

4.10. Living Wage Requirements

The Master Contractor shall abide by the Living Wage requirements under Title 18, Department Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry.

All TO Proposals shall be accompanied by a completed Living Wage Affidavit of Agreement, **Attachment F** of this TORFP.

4.11. Federal Funding Acknowledgement

This Task Order does not contain federal funds.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

4.12. Conflict of Interest Affidavit and Disclosure

- 4.12.1 Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (Attachment H) and submit it with their Proposals. All Offerors are advised that if a TO Agreement is awarded as a result of this solicitation, the TO Contractor's Personnel who perform or control work under this TO Agreement and each of the participating subcontractor personnel who perform or control work under this TO Agreement shall be required to complete agreements substantially similar to Attachment H, conflict of interest Affidavit and Disclosure. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject an Offeror's TO Proposal under COMAR 21.06.02.03B.
- 4.12.2 Master Contractors should be aware that the Department Ethics Law, Md. Code Ann., General Provisions Article, Title 5, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.
- 4.12.3 By submitting a Conflict of Interest Affidavit and Disclosure, the Offeror shall be construed as certifying all TO Contractor Personnel and Subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.

4.13. Non-Disclosure Agreement

4.13.1 Non-Disclosure Agreement (Offeror)

Certain documentation may be available for potential Offerors to review. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement (Offeror). Please contact the TO Procurement Officer to schedule an appointment.

4.13.2 Non-Disclosure Agreement (TO Contractor)

All Offerors are advised that this solicitation and any TO Agreement(s) are subject to the terms of the Non-Disclosure Agreement (NDA). This Agreement must be provided within five (5) Business Days of notification of recommended award; however, to expedite processing, it is suggested that this document be completed and submitted with the TO Proposal.

4.14. HIPAA - Business Associate Agreement

A HIPAA Business Associate Agreement is not required for this procurement.

4.15. Iranian Non-Investment

All TO Proposals shall be accompanied by a completed Certification Regarding Investments in Iran.

4.16. Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

4.17. Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

4.18. Department of Human Services (DHS) Hiring Agreement

This solicitation does not require a DHS Hiring Agreement.

4.19. Small Business Reserve (SBR) Set-Aside

- 4.19.1 This is a Small Business Reserve solicitation for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in Department Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by the Department of General Services Small Business Reserve Program are eligible for award of a contract.
- 4.19.2 For the purposes of a Small Business Reserve solicitation, a small business is a for-profit business, other than a broker, that meets the following criteria:
- A. It is independently owned and operated;
 - B. It is not a subsidiary of another business;
 - C. It is not dominant in its field of operation; and
 - D. With respect to employees:
 - a) Its wholesale operations did not employ more than 50 persons in its most recently completed three (3) fiscal years;
 - b) Its retail operations did not employ more than 25 persons in its most recently three (3) fiscal years;
 - c) Its manufacturing operations did not employ more than 100 persons in its most recently three (3) fiscal years;
 - d) Its service operations did not employ more than 100 persons in its most recently three (3) fiscal years;
 - e) Its construction operations did not employ more than 50 persons in its most recently three (3) fiscal years; and
 - f) The architectural and engineering services of the business did not employ more than 100 persons in its most recently three (3) fiscal years; and
 - E. With respect to gross sales:
 - a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000 in its most recently three (3) fiscal years;
 - b) The gross sales of its retail operations did not exceed an average of \$3,000,000 in its most recently three (3) fiscal years;
 - c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000 in its most recently three (3) fiscal years;
 - d) The gross sales of its service operations did not exceed an average of \$10,000,000 in its most recently three (3) fiscal years;
 - e) The gross sales of its construction operations did not exceed an average of \$7,000,000 in its most recently three (3) fiscal years; and
 - f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000 in its most recently three (3) fiscal years.

Note: If a business has not existed for three (3) years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

4.20. Bonds

This solicitation does not require bonds.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

5. TO Proposal Format

5.1. Required Response

Each Master Contractor receiving this CATS+ TORFP shall respond no later than the submission due date and time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit one of two possible responses: 1) a TO Proposal; or 2) a completed Master Contractor Feedback Form (available online within the Master Contractor Admin System). The feedback form helps the Department understand for future contract development why Master Contractors did not submit proposals. The form is accessible via the CATS+ Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu.

A TO Proposal shall conform to the requirements of this CATS+ TORFP.

5.2. Two Part Submission

Offerors shall submit TO Proposals in separate volumes:

- Volume I – TO TECHNICAL PROPOSAL
- Volume II – TO FINANCIAL PROPOSAL

5.3. TO Proposal

5.3.1. TO Proposals delivered by facsimile shall not be considered.

5.3.2. Provide no pricing information in the TO Technical Proposal. Provide no pricing information on the media submitted in the TO Technical Proposal.

5.3.3. E-mail submissions

- A. All TO Proposal e-mails shall be sent with password protection.
- B. The TO Procurement Officer will not accept submissions after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival in the TO Procurement Officer's e-mail box. Time stamps on outgoing email from Master TO Contractors shall not be accepted. Requests for extension of this date or time will not be granted. Except as provided in COMAR 21.05.03.02F, TO Proposals received by the TO Procurement Officer after the due date will not be considered.
- C. The Department has established the following procedure to restrict access to TO Proposals received electronically: all Technical and TO Financial Proposals must be password protected, and the password for the TO TECHNICAL PROPOSAL must be different from the password for the TO Financial Proposal. Offerors will provide these two passwords to Department upon request or their TO Proposal will be deemed not susceptible for award. Subsequent submissions of TO Proposal content will not be allowed.
- D. The TO Procurement Officer will only contact those Offerors with TO Proposals that are reasonably susceptible for award.
- E. TO Proposals submitted via e-mail must not exceed 8 Mb. If a submission exceeds this size, split the submission into two or more parts and include the appropriate part number in the subject (e.g., part 1 of 2) after the subject line information below.
- F. The e-mail submission subject line shall state the TORFP Q00B9400125 and either "Technical" or "Financial."

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

5.3.4. Two Part Submission:

- A. TO Technical Proposal consisting of:
 - 1) TO Technical Proposal and all supporting material in Microsoft Word format, version 2007 or greater,
 - 2) the TO Technical Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the TO Technical Proposal, redacted in accordance with confidential and/or proprietary information removed (see **Section 5.4.2.B**, and
- B. TO Financial Proposal consisting of:
 - 1) TO Financial Proposal and all supporting material in Adobe PDF format,
 - 2) the TO Financial Proposal in searchable Adobe PDF format,
 - 3) a second searchable Adobe copy of the TO Financial Proposal, redacted in accordance with confidential and/or proprietary information removed.

5.4. Volume I - TO Technical Proposal

NOTE: Provide **no pricing information** in the TO Technical Proposal (Volume I). Include pricing information only in the TO Financial Proposal (Volume II).

- 5.4.1. In addition to the instructions below, responses in the Offeror's TO Technical Proposal shall reference the organization and numbering of Sections in the TORFP (e.g., "Section 2.2.1 Response . . . ; "Section 2.2.2 Response . . ."). All pages of both TO Proposal volumes shall be consecutively numbered from beginning (Page 1) to end (Page "x").
- 5.4.2. The TO Technical Proposal shall include the following documents and information in the order specified as follows:
 - A. Proposed Services:
 - 1) Executive Summary: A one-page summary describing the Offeror's understanding of the TORFP scope of work (**Sections 2-3**) and proposed solution.
 - 2) Proposed Solution: A more detailed description of the Offeror's understanding of the TORFP scope of work, proposed methodology and solution. The proposed solution shall be organized to exactly match the requirements outlined in Sections 2-3.
 - 3) Assumptions: A description of any assumptions formed by the Offeror in developing the TO Technical Proposal.
 - 4) Tools the Master Contractor owns and proposes for use to meet any requirements in Sections 2-3.
 - 5) The Offeror shall include a deliverable description and schedule describing the proposed Deliverables as mapped to the Department SDLC and the Deliverables table in Section 2.4.4. The schedule shall also detail proposed submission due date/frequency of each recommended Deliverable. The Offeror shall include an SLA in its TO Proposal as identified in Section 2.6.
 - B. Proposer Information Sheet and Transmittal Letter

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

The Offeror Information Sheet (see **Appendix 2**) and a Transmittal Letter shall accompany the TO Technical Proposal. The purpose of the Transmittal Letter is to transmit the TO Proposal and acknowledge the receipt of any addenda to this TORFP issued before the TO Proposal due date and time. Transmittal Letter should be brief, be signed by an individual who is authorized to commit the Offeror to its TO Proposal and the requirements as stated in this TORFP, and contain acknowledgement of all addenda to this TORFP issued before the TO Proposal due date.

C. Minimum Qualifications Documentation (If applicable)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in TORFP **Section 1**.

D. Proposed Personnel and TORFP Staffing

Offeror shall propose up to 4 Key Personnel in response to this TORFP. Offeror shall:

- 1) Identify the qualifications and types of staff proposed to be utilized under the Task Order. The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan.
- 2) Complete and provide for each proposed resource **Appendix 4A** Minimum Qualifications Summary and **Appendix 4B** Personnel Resume Form.
- 3) Provide evidence proposed personnel possess the required certifications in accordance with **Section 1.1** Offeror Personnel Minimum Qualifications. Provide three (3) references per proposed Key Personnel containing the information listed in **Appendix 4B**.
- 4) Provide the names and titles of the Offeror's management staff who will supervise the personnel and quality of services rendered under this TO Agreement.

E. Subcontractors

Identify all proposed Subcontractors, including MBEs, and their roles in the performance of the scope of work hereunder.

F. Master Contractor and Subcontractor Experience and Capabilities

- 1) Provide up to three examples of engagements or contracts the Master Contractor or Subcontractor, if applicable, has completed that were similar to the requested scope of work. Include contact information for each client organization complete with the following:
 - a) Name of organization.
 - b) Point of contact name, title, e-mail and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
 - c) Services provided as they relate to the scope of work.
 - d) Start and end dates for each example engagement or contract.
 - e) Current Master Contractor team personnel who participated on the engagement.
 - f) If the Master Contractor is no longer providing the services, explain why not.
- 2) Department of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any entity of the Department of Maryland.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

For each identified contract, the Master Contractor shall provide the following (if not already provided in sub paragraph A above):

- a) Contract or task order name
- b) Name of organization.
- c) Point of contact name, title, e-mail, and telephone number (point of contact shall be accessible and knowledgeable regarding experience)
- d) Start and end dates for each engagement or contract. If the Master Contractor is no longer providing the services, explain why not.
- e) Dollar value of the contract.
- f) Indicate if the contract was terminated before the original expiration date.
- g) Indicate if any renewal options were not exercised.

Note - State of Maryland experience can be included as engagement or contract experience. State of Maryland experience is neither required nor given more weight in proposal evaluations.

G. Department Assistance

Provide an estimate of expectation concerning participation by Department personnel.

H. Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the Department under the Public Information Act, Title 4, of the General Provisions Article of the Annotated Code of Maryland. Master Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

Offeror shall furnish a list that identifies each section of the TO Technical Proposal where, in the Offeror's opinion, the Offeror's response should not be disclosed by the Department under the Public Information Act.

I. Additional Submissions:

- 1) Attachments and Exhibits;
 - a) All forms required for the TO Technical Proposal are identified in **Section 7 – Exhibits and Attachments**. Unless directed otherwise by instructions within an individual form, complete, sign, and include all required forms in the TO Technical Proposal.
 - b) No attachment forms shall be altered. Signatures shall be clearly visible.
- 2) Offerors shall furnish with their Technical TO Proposal any and all agreements the Offeror expects the Department to sign or to be subject to in connection with or in order to use the Offeror's services under this Task Order Agreement, including but not limited to software license agreement(s), end user license agreement(s), AUP. This includes the complete text of all agreements referenced or incorporated in primary documents (i.e., links to the relevant agreements are not allowed).

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

- 3) Any services furnished from third party entities, e.g., resold services, shall include current Letters of Authorization or such other documentation demonstrating the authorization for such services.
- 4) A Letter of Authorization shall be on the authorizing entity's letterhead or through the authorizing entity's e-mail. Further, each Letter of Authorization shall be less than twelve (12) months old. Each Letter of Authorization or e-mail must provide the following information:
 - a) Authorizing entity POC name and alternate for verification
 - b) Authorizing entity POC mailing address
 - c) Authorizing entity POC telephone number
 - d) Authorizing entity POC email address
 - e) If available, a Reseller Identifier

5.5. Volume II – TO Financial Proposal

- 5.5.1. The TO Financial Proposal shall contain all price information in the format specified in the Financial Proposal Form. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Form Instructions and the Financial Proposal Form itself.
- 5.5.2. The TO Financial Proposal shall contain a description of any assumptions on which the Master Contractor's TO Financial Proposal is based (Assumptions shall not constitute conditions, contingencies, or exceptions to the Financial Proposal Form);
- 5.5.3. Financial Proposal Form, with all proposed labor categories including all rates fully loaded. Master Contractors shall list all key resources by approved CATS+ labor categories in the TO Financial Proposal.
- 5.5.4. To be responsive to this TORFP, the Financial Proposal Form shall provide labor rates for all labor categories anticipated for this TORFP. Proposed rates shall not exceed the rates defined in the Master Contract for the Master Contract year(s) in effect at the time of the TO Proposal due date
- 5.5.5. Note: Failure to specify a CATS+ labor category in the completed Financial Proposal Form for each proposed resource will make the TO Proposal non-responsive to this TORFP. Prices shall be valid for 120 days.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

6. Evaluation and Selection Process

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate Functional Area responding to the CATS+ TORFP. In making the TO Agreement award determination, the Department will consider all information submitted in accordance with Section 5.

6.1. Evaluation Committee

Evaluation of TO Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review TO Proposals, participate in Offeror oral presentations and discussions, and provide input to the TO Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

During the evaluation process, the TO Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

6.2. TO Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each TO Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion have equal weight.

6.2.1 Offeror's Technical Response to TORFP Requirements

The Department prefers an Offeror's response to work requirements in the TORFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be performed. TO Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those TO proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them.

6.2.2 Experience and Qualifications of Proposed Staff

The capability of the proposed resources to perform the required tasks and produce the required deliverables in the TORFP **Sections 2-3**. Capability will be determined from each proposed individual's resume, reference checks, and oral presentation.

6.2.3. Offeror Qualifications and Capabilities, including proposed subcontractors (See TORFP § 5.4.2.G)

6.2.4. Demonstration of how the Master Contractor plans to staff the task order at the levels set forth in the TORFP and also for potential future resource requests.

6.3. TO Financial Proposal Evaluation Criteria

All Qualified Offerors (see **Section 6.4**) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this TORFP and as submitted on the TO Financial Proposal Form.

6.4. Selection Procedures

6.4.1 TO Technical Proposals shall be evaluated based on the criteria set forth above in **Section 6.2**. TO Technical Proposals and TO Financial Proposals will be evaluated independently of each other.

- A. TO Proposals will be assessed throughout the evaluation process for compliance with the minimum qualifications listed in Section 1 of this TORFP, and quality of responses to **Section 5.3** TO Proposal. Failure to meet the minimum qualifications shall render a TO

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

Proposal not reasonably susceptible for award. The TO Procurement Officer will notify those Offerors who have not been selected to perform the work.

- B. TO Technical Proposals will be evaluated for technical merit and ranked. Oral presentations and discussions may be held to assure full understanding of the Department's requirements and of the qualified Offeror's proposals and abilities to perform, and to facilitate arrival at a TO Agreement that is most advantageous to the Department.
- C. The Procurement Officer will only open the TO Financial Proposals where the associated TO Technical Proposals have been classified as reasonably susceptible for award.
- D. After review of TO Financial Proposals, TO Financial Proposals for qualified Offerors will be reviewed and ranked from lowest to highest price proposed.
- E. When in the best interest of the Department, the TO Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The Department may make an award without issuing a request for a BAFO.
- F. The Procurement Officer shall make a determination recommending award of the TO to the responsible Offeror who has the TO Proposal determined to be the most advantageous to the Department, considering price and the evaluation criteria set forth above. In making this selection, the TO Technical Proposal will be given greater weight than the TO Financial Proposal.

All Master Contractors submitting a TO Proposal shall receive written notice from the TO Procurement Officer identifying the awardee.

6.5. Documents Required upon Notice of Recommendation for Task Order Award

Upon receipt of a Notification of Recommendation for Task Order award, the apparent awardee shall complete and furnish the documents and attestations as directed in Table 1 of **Section 7 – TORFP Attachments and Appendices**.

Commencement of work in response to a TO Agreement shall be initiated only upon the completed documents and attestations, plus:

- A. Issuance of a fully executed TO Agreement,
- B. Purchase Order, and
- C. by a Notice to Proceed authorized by the TO Procurement Officer. See (see online example at <http://doit.maryland.gov/contracts/Documents/CATSPlus/CATS+NoticeToProceedSample.pdf>).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

7. TORFP ATTACHMENTS AND APPENDICES

Instructions Page

A TO Proposal submitted by an Offeror must be accompanied by the completed forms and/or affidavits identified as “with proposal” in the “When to Submit” column in Table 1 below. All forms and affidavits applicable to this TORFP, including any applicable instructions and/or terms, are identified in the “Applies” and “Label” columns in Table 1.

For documents required as part of the proposal:

- A. For e-mail submissions, submit one (1) copy of each with signatures.
- B. For paper submissions, submit two (2) copies of each with original signatures. All signatures must be clearly visible.

All Offerors are advised that if a Task Order is awarded as a result of this solicitation, the successful Offeror will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in Table 1 below in the “When to Submit” column.

For documents required after award, submit three (3) copies of each document within the appropriate number of days after notification of recommended award, as listed in Table 1 below in the “When to Submit” column.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

Table 1: TORFP ATTACHMENTS AND APPENDICES

Applie s?	When to Submit	Label	Attachment Name
<<Y>>	Before TO Proposal	A	Pre-Proposal Conference Response Form
Y	Before TO Proposal	B	TO Financial Proposal Instructions and Form
N	n/a	C	RESERVED
<<Y>>	With TO Proposal	F	Maryland Living Wage Requirements for Service Task Orders and Affidavit of Agreement
Y	With TO Proposal	H	Conflict of Interest Affidavit and Disclosure
Y	5 Business Days after recommended award	I	Non-Disclosure Agreement (TO Contractor)
Y	5 Business Days after recommended award	M	Task Order Agreement
Y	With Proposal	P	Certification Regarding Investment in Iran
Appendices			
Y	n/a	1	Abbreviations and Definitions
Y	With TO Proposal	2	Offeror Information Sheet
Y	Prior to commencement of work	3	Criminal Background Check Affidavit
Y	With TO Proposal	4	Labor Classification Personnel Resume Summary (Appendix 2A and 2B)
Y	Before TO Proposal, as directed in the TORFP.	5	Non-Disclosure Agreement (Offeror)
Additional Submissions			
Applie s?	When to Submit	Label	Attachment Name
Y	5 Business Days after recommended award	--	Evidence of meeting insurance requirements (see Section 3.6); 1 copy
Y	With deliverables	--	Deliverable Product Acceptance Form (DPAF) (see online at http://doit.maryland.gov/contracts/Documents/CATSPplus/CATS+DPAFSample.pdf)

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

A. TO Pre-Proposal Conference Response Form

Solicitation Number Q00B9400125

Microcomputer/Printer Maintenance

There will be no Pre-proposal conference for this solicitation. Offerors shall submit written questions via email only to the TO Procurement Officer at Arthur.petersen@maryland.gov, not later than 12:00 PM, Thursday, April 30, 2020.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

B. TO Financial Proposal Instructions & Form

The total class hours (Column B) are not to be construed as “guaranteed” hours; the total number of hours is an estimate only for purposes of price sheet evaluation.

A year for this Task Order shall be calculated as one calendar year from the Effective Date. **Labor Rate Maximums:** The maximum labor rate that may be proposed for any CATS+ Labor Category shall not exceed the maximum for the CATS+ Master Contract year in effect on the TO Proposal due date.

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Proposal Price (C)
Year 1				
Junior Network Technician	Insert CATS+ Labor Category	\$	2000	\$
		Evaluated Price Year 1		\$
Year 2				
Junior Network Technician	Insert CATS+ Labor Category	\$	2000	\$
		Evaluated Price Year 2		\$
Year 3				
Junior Network Technician	Insert CATS+ Labor Category	\$	2000	\$
		Evaluated Price Year 3		\$
Year 4				
Junior Network Technician	Insert CATS+ Labor Category	\$	2000	\$
		Evaluated Price Year 4		\$
Year 5				
Junior Network Technician	Insert CATS+ Labor Category	\$	2000	\$
		Evaluated Price Year 5		\$

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

Job Title from TORFP	CATS+ Labor Category	Hourly Labor Rate (A)	Total Class Hours (B)	Proposal Price (C)
Total Proposal Price (Years 1 – 5)				\$

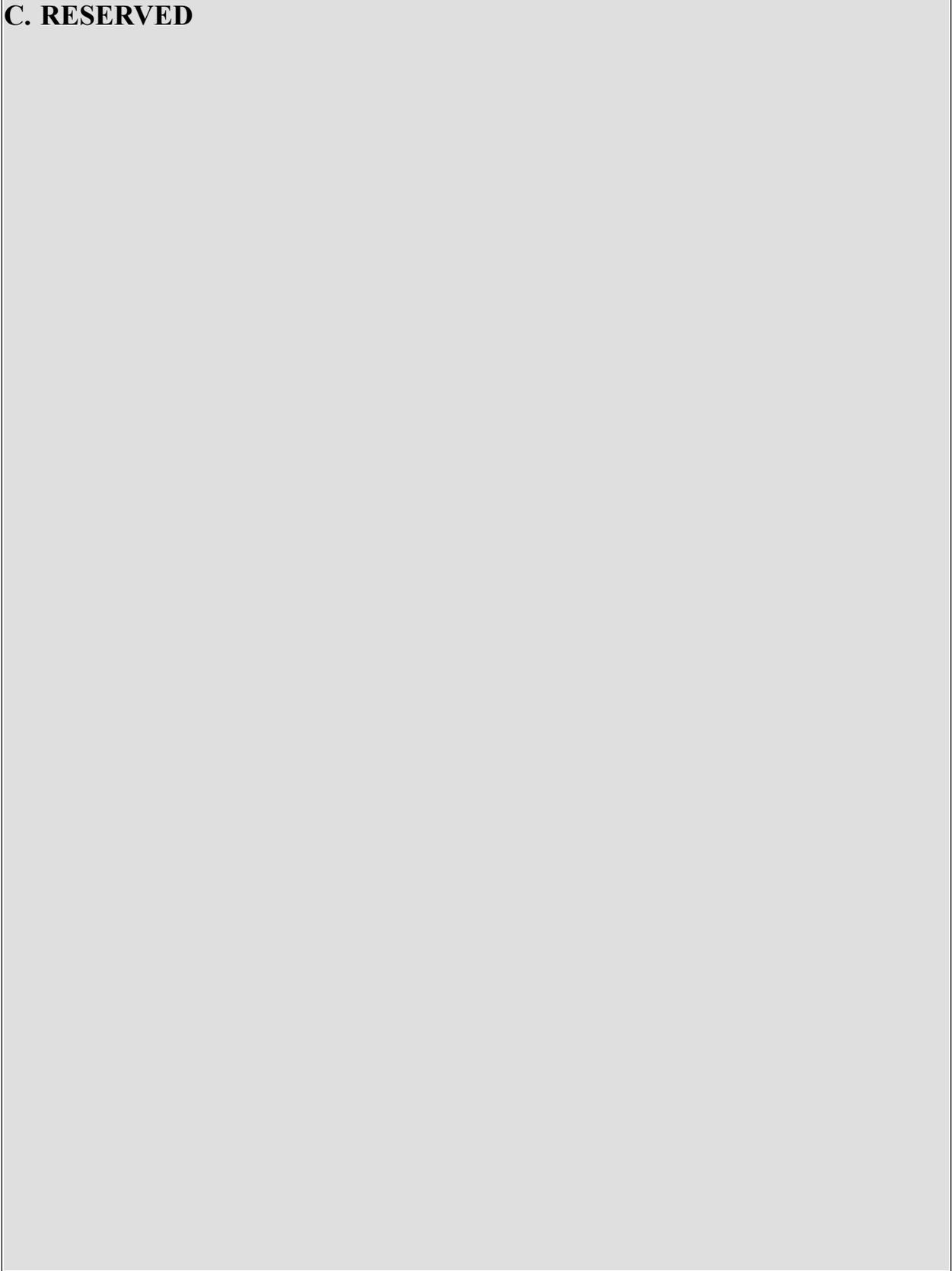
Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

_____	_____
Authorized Individual Name	Company Name
_____	_____
Title	Company Tax ID #
_____	_____
Signature	Date

The Hourly Labor Rate is the actual rate the Department will pay for services and shall be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate but may be lower. Rates shall be fully loaded, all-inclusive, i.e., include all direct and indirect costs and profits for the Master Contractor to perform under the TO Agreement.

C. RESERVED



Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

D. Minority Business Enterprise (MBE) Forms

This solicitation does not include a Minority Business Enterprise (MBE) subcontractor participation goal.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

E. Veteran-Owned Small Business Enterprise (VSBE) Forms

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

F. Maryland Living Wage Affidavit of Agreement for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
 - (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B (3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the Department contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.

- G. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.Department.md.us/labor/prev/livingwage.shtml> and clicking on Living Wage for State Service Contracts.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

F-1 Maryland Living Wage Requirements Affidavit of Agreement

Contract No. Q00B9400125

Name of Contractor:

Address:

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons (check all that apply):

- Offeror is a nonprofit organization
- Offeror is a public service company
- Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above Department contract. The Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on Department contract activities, and ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a Department contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- The employee(s) proposed to work on the contract will spend less than one-half of the employee’s time during any work week on the contract
- The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the Department contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative:

Signature of Authorized Representative : _____ Date: _____

Title:

Witness Name (Typed or Printed) _____

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

Witness Signature: _____ Date: _____

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

G. Federal Funds Attachments

This solicitation does not include a Federal Funds Attachment.

H. Department Conflict of Interest Affidavit and Disclosure

Reference COMAR 21.05.08.08

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Department, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a Offeror, TO Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.

C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail — attach additional sheets if necessary):

E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the TO Procurement Officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the TO Contractor shall continue performance until notified by the TO Procurement Officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

I. Non-Disclosure Agreement (TO Contractor)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the Department of Maryland (the “Department”), acting by and through (Department of Public Safety and Correctional Services) (the “Department”), and _____ (the “TO Contractor”).

RECITALS

WHEREAS, the TO Contractor has been awarded a contract (the “TO Agreement”) following the solicitation for Microcomputer/Printer Maintenance Solicitation # Q00B9400125; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the Department at times to provide the TO Contractor and the TO Contractor’s employees, agents, and subcontractors (collectively the “TO Contractor’s Personnel”) with access to certain information the Department deems confidential information (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, “Confidential Information” means (1) any and all information provided by or made available by the Department to the TO Contractor in connection with the TO Agreement and (2) any and all personally identifiable information (PII) (including but not limited to personal information as defined in Md. Ann. Code, General Provisions §4-101(h)) and protected health information (PHI) that is provided by a person or entity to the TO Contractor in connection with this TO Agreement. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the Department agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the Department in relation to the TO Agreement.
2. The TO Contractor shall not, without the Department’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the TO Agreement. The TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as **Attachment I-2**. TO Contractor shall update **Attachment I-2** by adding additional names (whether TO Contractor’s Personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TO Agreement or will otherwise have a role in performing any aspect of the TO Agreement, the TO Contractor shall first obtain the written consent of the Department to any such dissemination. The Department may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. The TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, adopt or establish operating procedures and physical security measures, and take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

5. The TO Contractor shall promptly advise the Department in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor's Personnel or the TO Contractor's former Personnel. TO Contractor shall, at its own expense, cooperate with the Department in seeking injunctive or other equitable relief against any such person(s).
6. The TO Contractor shall, at its own expense, return to the Department all Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.
7. A breach of this Agreement by the TO Contractor or the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the Department.
8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the Department and that monetary damages may be inadequate to compensate the Department for such breach. Accordingly, the TO Contractor agrees that the Department may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The Department's rights and remedies hereunder are cumulative and the Department expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the Department suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the Department from and against any such losses, damages, liabilities, expenses, and costs.
9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the TO Contractor shall provide originals of such executed Agreements to the Department.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the Department;
 - c. The Department makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the TO Agreement entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

TO Contractor: _____

Department _____

By: _____
(seal)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

I-3 NON-DISCLOSURE AGREEMENT

CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL INFORMATION

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and _____ (“TO Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the Department in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the TO Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, HAVING MADE DUE INQUIRY.

DATE: _____

NAME OF TO CONTRACTOR: _____

BY: _____

(Signature)

TITLE: _____

(Authorized Representative and Affiant)

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

J. HIPAA Business Associate Agreement

This solicitation does not require a HIPAA Business Associate Agreement.

K. State Mercury Affidavit

K-1 Mercury Affidavit

AUTHORIZED REPRESENTATIVE THEREBY AFFIRM THAT:

I, _____ (name of affiant) am the _____ (title) and the duly authorized representative of _____ (name of the business). I possess the legal authority to make this affidavit on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

The product(s) offered do not contain mercury.

OR

- The product(s) offered do contain mercury.
- In an attachment to this Mercury Affidavit:
 - (1) Describe the product or product component that contains mercury.
 - (2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used.

I ACKNOWLEDGE THAT this affidavit is to be furnished to the TO Procurement Officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other States; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this Proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

_____ By: _____

Date

Signature

Print Name:

Authorized Representative and Affiant

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

L. Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

M. Task Order

CATS+ TORFP# Q00B9400125 OF
MASTER CONTRACT #060B2490023

This Task Order Agreement (“TO Agreement”) is made this ____ day of ____, 2019 by and between _____ (TO Contractor) and the STATE OF MARYLAND, Department of Public Safety and Correctional Services (DEPARTMENT or the “Department”).

IN CONSIDERATION of the mutual promises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means Department of Public Safety and Correctional Services, as identified in the CATS+ TORFP # Q00B9400125.
 - b. “CATS+ TORFP” means the Task Order Request for Proposals # Q00B9400125, dated MONTH DAY, YEAR, including any addenda and amendments.
 - c. “Master Contract” means the CATS+ Master Contract between the Maryland Department of Information Technology and TO Contractor.
 - d. “TO Procurement Officer” means Arthur E. Petersen, Jr. The Department may change the TO Procurement Officer at any time by written notice.
 - e. “TO Agreement” means this signed TO Agreement between Department and TO Contractor.
 - f. “TO Contractor” means the CATS+ Master Contractor awarded this TO Agreement, whose principal business address is _____.
 - g. “TO Manager” means Maria Gutierrez. The Department may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Technical Proposal” means the TO Contractor’s technical response to the CATS+ TORFP dated date of TO Technical Proposal.
 - i. “TO Financial Proposal” means the TO Contractor’s financial response to the CATS+ TORFP dated date of TO Financial Proposal.
 - j. “TO Proposal” collectively refers to the TO Technical Proposal and TO Financial Proposal.
2. Scope of Work
 - 2.1 This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with or supersede the Master Contract.
 - 2.2 The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 3 of the CATS+ TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

The TO Agreement,
Exhibit A – CATS+ TORFP

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

Exhibit B – TO Technical Proposal

Exhibit C – TO Financial Proposal

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, Department or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this Section. Except as otherwise provided in this TO Agreement, if any change under this Section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this Section within thirty (30) days of receipt of written change order and shall include a written Department setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this Section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this Section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance

Unless terminated earlier as provided in the Master Contract, the term of this TO Agreement shall commence as of January 1, 2020 and expire on December 31, 2024.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS+ TORFP and shall not exceed \$_____. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 3 of the CATS+ TORFP, but no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the TO Contractor, acceptance by the Department of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is _____. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the Department Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to the Department TO Manager unless otherwise specified herein.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

SIGNATURES ON NEXT PAGE

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO Contractor Name

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, DEPARTMENT

By: Arthur E. Petersen, Jr., TO Procurement Officer

Date

Witness: _____

Approved for form and legal sufficiency this _____ day of _____ 20__.

Assistant Attorney General

APPROVED BY BPW: _____

(Date)

(BPW Item #)

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

N. RESERVED

O. RESERVED

P. Certification Regarding Investments in Iran

Authority: State Finance & Procurement, §§17-701 – 17-707, Annotated Code of Maryland [Chapter 447, Laws of 2012.]

List: The Investment Activities in Iran list identifies companies that the Board of Public Works has found to engage in investment activities in Iran; those companies may not participate in procurements with a public body in the State. “Engaging in investment activities in Iran” means:

- A. Providing goods or services of at least \$20 million in the energy sector of Iran; or
- B. For financial institutions, extending credit of at least \$20 million to another person for at least 45 days if the person is on the Investment Activities In Iran list and will use the credit to provide goods or services in the energy of Iran.

The Investment Activities in Iran list is located at: www.bpw.Department.md.us

Rule: A company listed on the Investment Activities In Iran list is ineligible to bid on, submit a proposal for, or renew a contract for goods and services with a state Agency or any public body of the State. Also ineligible are any parent, successor, subunit, direct or indirect subsidiary of, or any entity under common ownership or control of, any listed company.

NOTE: This law applies only to new contracts and to contract renewals. The law does not require an Agency to terminate an existing contract with a listed company.

CERTIFICATION REGARDING INVESTMENTS IN IRAN

The undersigned certifies that, in accordance with State Finance & Procurement Article, §17-705:

- (i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of Department Finance & Procurement; and
- (ii) it is not engaging in investment activities in Iran as described in Department Finance & Procurement Article, §17-702.

The undersigned is unable make the above certification regarding its investment activities in Iran due to the following activities:

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____ Title: _____

Witness Name (Typed or Printed): _____

Witness Signature and Date: _____

Appendix 1. – Abbreviations and Definitions

For purposes of this TORFP, the following abbreviations or terms have the meanings indicated below:

- A. Acceptable Use Policy (AUP) - A written policy documenting constraints and practices that a user must agree to in order to access a private network or the Internet
- B. Access - The ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any information system resource
- C. Business Day(s) – The official working days of the week to include Monday through Friday. Official working days excluding Department Holidays (see definition of “Normal Department Business Hours” below).
- D. COMAR – Code of Maryland Regulations available on-line at <http://www.dsd.State.md.us/COMAR/ComarHome.html>.
- E. Data Breach – The unauthorized acquisition, use, modification or disclosure of Department data, or other Sensitive Data
- F. Department of Public Safety and Correctional Services or (DPSCS or the “Department”) Effective Date - The date of mutual TO Agreement execution by the parties
- G. Information System – A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- H. Information Technology (IT) – All electronic information-processing hardware and software, including: (a) maintenance; (b) telecommunications; and (c) associated consulting services
- I. Key Personnel – All TO Contractor Personnel identified in the solicitation as such that are essential to the work being performed under the Task Order.
- J. Local Time – Time in the Eastern Time Zone as observed by the Department of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- K. Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- L. Normal Department Business Hours - Normal Department business hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except Department Holidays, which can be found at: www.dbm.maryland.gov – keyword: Department Holidays.
- M. Notice to Proceed (NTP) – A written notice from the TO Procurement Officer that work under the Task Order, project or Work Order (as applicable) is to begin as of a specified date. The NTP Date is the start date of work under the Task Order, project or Work Order. Additional NTPs may be issued by either the TO Procurement Officer or the TO Manager regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

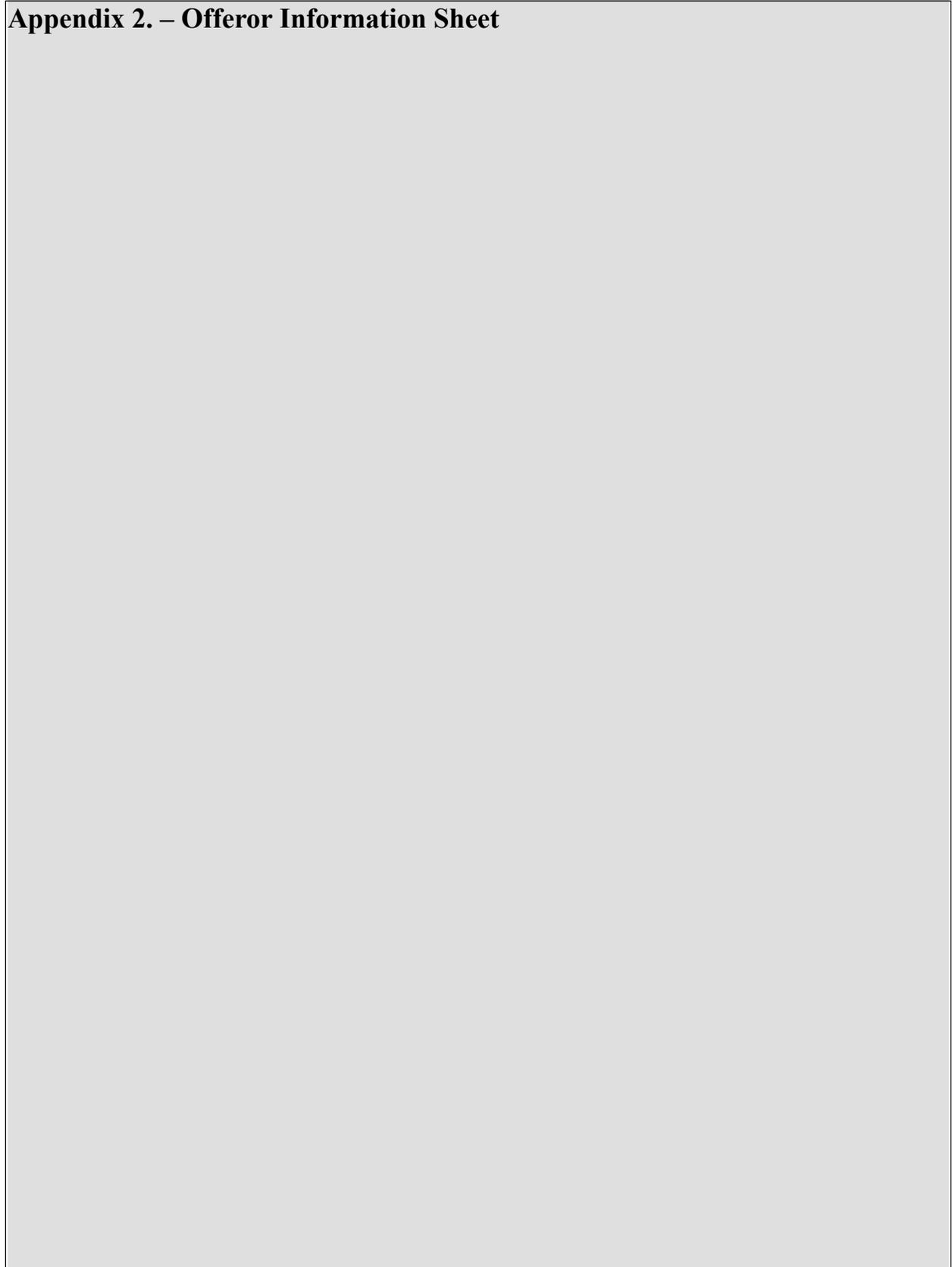
- N. NTP Date – The date specified in a NTP for work on Task Order, project or Work Order to begin.
- O. Offeror – A Master Contractor that submits a Proposal in response to this TORFP.
- P. Personally Identifiable Information (PII) – Any information about an individual maintained by the Department, including (1) any information that can be used to distinguish or trace an individual identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- Q. Protected Health Information (PHI) – Information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- R. Security Incident – A violation or imminent threat of violation of computer security policies, Security Measures, acceptable use policies, or standard security practices. “Imminent threat of violation” is a situation in which the organization has a factual basis for believing that a specific incident is about to occur.
- S. Security or Security Measures – The technology, policy and procedures that a) protects and b) controls access to networks, systems, and data
- T. Sensitive Data - Means PII;PHI; other proprietary or confidential data as defined by the Department, including but not limited to “personal information” under Md. Code Ann., Commercial Law § 14-3501(d) and Md. Code Ann., St. Govt. § 10-1301(c) and information not subject to disclosure under the Public Information Act, Title 4 of the General Provisions Article; and .information about an individual that (1) can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information
- U. Service Level Agreement (SLA) - Commitment by the TO Contractor to the Department that defines the performance standards the TO Contractor is obligated to meet. SLA Activation Date - The date on which SLA charges commence under this Task Order, which may include, but to, the date of (a) completion of Transition in, (b) a delivery, or (c) releases of work
- V. Software - The object code version of computer programs licensed pursuant to this TO Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software that is necessary for proper operation is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. Software also includes any upgrades, updates, bug fixes or modified versions or backup copies of the Software licensed to the Department by TO Contractor or an authorized distributor.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

- W. Solution - All Software, deliverables, services and activities necessary to fully provide and support the TORFP scope of work. This definition of Solution includes all System Documentation developed as a result of this TO Agreement. Also included are all Upgrades, patches, break/fix activities, enhancements and general maintenance and support of the Solution and its infrastructure.
- X. State – The State of Maryland.
- Y. Task Order (TO) – The scope of work described in this TORFP.
- Z. TO Agreement - The contract awarded to the successful Offeror pursuant to this Task Order Request for Proposals, the form of which is attached to this TORFP as **Attachment M**.
- AA. TO Contractor Personnel - Employees and agents and subcontractor employees and agents performing work at the direction of the TO Contractor under the terms of the Task Order awarded from this TORFP.
- BB. TO Proposal – As appropriate, either or both of an Offeror’s TO Technical or TO Financial Proposal.
- CC. Technical Safeguards – The technology and the policy and procedures for its use that protect Department Data and control access to it.
- DD. Third Party Software – Software and supporting documentation that:
 - 1) are owned by a third party, not by the Department, the TO Contractor, or a subcontractor,
 - 2) are included in, or necessary or helpful to the operation, maintenance, support or modification of the Solution; and
 - 3) were specifically identified and listed as Third Party Software in the Proposal.
- EE. Total Proposal Price - The Offeror’s total proposed price for services in response to this solicitation, included in the TO Financial Proposal with TO Financial Proposal Form, and used in the financial evaluation of Proposals (see TORFP **Section 5.5**).
- FF. Veteran-owned Small Business Enterprise (VSBE) – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

Appendix 2. – Offeror Information Sheet



Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

Offeror	
Company Name	
Street Address	
City, Department, Zip Code	
TO Contractor Federal Employer Identification Number (FEIN)	
TO Contractor eMM ID number	As of the date of Proposal submission, are you registered to do business with the State of Maryland?
SBE / MBE/ VSBE Certification	
SBE	Number: Expiration Date:
VSBE	Number: Expiration Date:
MBE	Number: Expiration Date: Categories to be applied to this solicitation (dual certified firms must choose only one category).
Offeror Primary Contact	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	
Authorized Offer Signatory	
Name	
Title	
Office Telephone number (with area code)	
Cell Telephone number (with area code)	
e-mail address	

Appendix 3. Criminal Background Check Affidavit

AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____ (Title) _____ and the duly authorized representative of ____ (Master Contractor) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

I hereby affirm that ____ (Master Contractor) _____ has complied with Section 2.4, Security Requirements of the Department of Information Technology’s Consulting Technical Services Master Contract Number 060B2490023 (CATS+) hereto as Exhibit A.

I hereby affirm that the ____ (Master Contractor) _____ has provided Maryland Transportation Authority with a summary of the security clearance results for all of the candidates that will be working on Task Order Microcomputer/Printer Maintenance Q00B9400125 and all of these candidates have successfully passed all of the background checks required under Section 2.4.3.2 of the CATS + Master Contract. Master Contractors hereby agrees to provide security clearance results for any additional candidates at least seven (7) days prior to the date the candidate commences work on this Task Order.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Master Contractor

Typed Name

Signature

Date

Appendix 4. Labor Classification Personnel Resume Summary

INSTRUCTIONS:

1. For each person proposed, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith, who is your subcontractor, and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as three months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement; in this case, three months.
2. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.
3. For this TORFP,
 - A. Master Contractors shall comply with all personnel requirements defined under the Master Contract RFP 060B2490023.
 - B. Master Contractors shall propose the resource that best fits the specified CATS+ Labor Category. A Master Contractor may only propose against labor categories in the Master Contractor's CATS+ Master Contract Financial Proposal.
 - C. A Master Contractor's entire TO Technical Proposal will be deemed not susceptible for award if any of the following occurs:
 - 1) Failure to follow these instructions.
 - 2) Failure to propose a resource for each job title or labor category identified in the TORFP as a required submission.
 - 3) Failure of any proposed resource to meet minimum requirements as listed in this TORFP and in the CATS+ Master Contract.
 - 4) Placing content on the **Minimum Qualifications Summary** that is not also on the **Personnel Resume Summary**. *The function of the **Minimum Qualifications Summary** is to aid the agency to make a minimum qualification determination. Information on the **Minimum Qualification Summary** must correspond with information on the **Personnel Resume Summary** and shall not contain additional content not found on the other form.*
4. Complete and sign the **Minimum Qualifications Summary (Appendix 4A)** and the **Personnel Resume Form (Appendix 4B)** for each resource proposed. Alternate resume formats are not allowed.
 - a. The **Minimum Qualifications Summary** demonstrates the proposed resource meets minimum qualifications for the labor category, as defined in the CATS+ RFP Section 2.10, and any additional minimum requirements stated in this TORFP. For each minimum qualification, indicate the location on the **Personnel Resume Form (Appendix 4B)** demonstrating meeting this requirement.

Only include the experience relevant to meeting a particular minimum qualification. Every skill must be linked to specific work experience and/or education. The **Minimum**

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

Qualification Summary shall not contain content that cannot be correlated to the **Personnel Resume Summary**.

Every experience listed on the **Minimum Qualifications Resume Summary** must be explicitly listed with start and stop dates. Where there is a time requirement such as three months' experience, you must provide the dates from and to showing an amount of time that equals or exceeds the mandatory time requirement; in this case, three months. Note: Overlapping time periods shall only count once against a specific minimum qualification (i.e., a minimum qualification may not be met by listing two examples occurring during the same time period.).

- b. The **Personnel Resume Form** provides resumes in a standard format. Additional information may be attached to each **Personnel Resume Summary** if it aids a full and complete understanding of the individual proposed.

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

4A MINIMUM QUALIFICATIONS SUMMARY

CATS+ TORFP # Q00B9400125

All content on this form must also be on the Personnel Resume Form.

ONLY include information on this summary that supports meeting a minimum qualification.

Proposed Individual's Name and Company/ Subcontractor:	List how the proposed individual meets each requirement by including a reference to relevant entries in Form Appendix 2B
LABOR CATEGORY TITLE – Network Technician (Junior)	
Education: Insert the education description from the CATS+ RFP from Section 2.10 for the applicable labor category	(Identify school or institution Name; Address; Degree obtained and dates attended.)
Generalized Experience: Insert the generalized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Generalized Experience.) FROM TO Job Title and Company Match to Form Appendix 2B: <insert cross-reference(s) to the full description on Form 5B>
Specialized Experience: Insert the specialized experience description from the CATS+ RFP from Section 2.10 for the applicable labor category Provide dates in the format of MM/YY to MM/YY	(Identify specific work experiences from the resume that illustrate compliance with the Master Contract RFP Labor Category requirements for Specialized Experience.) FROM TO Job Title and Company Match to Form Appendix 2B <insert cross-reference to the full description on Form 5B>
TORFP Additional Requirements Minimum qualifications and required certifications as defined in Section 2.1 of this TORFP. Provide dates in the format of MM/YY to MM/YY	

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

The information provided on this form for this labor class is true and correct to the best of my knowledge (Signatures must be included):

**Master Contractor
Representative:**

Proposed Individual:

Signature

Signature

<<signatoryFirstName>>
<<signatoryLastName>>

Printed Name:

Printed Name

Date

Date

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

4B. Labor Classification Personnel Resume Summary

TORFP # Q00B9400125

Instructions: Enter resume information in the fields below; do not submit other resume formats. Submit one resume for each proposed resource

Candidate Name:

TO Contractor: (offerorCompanyName)

Education / Training

Institution Name / City / Department	Degree / Certification	Year Completed	Field Of Study
<add lines as needed>			

Relevant Work Experience

Describe work experience relevant to the Duties / Responsibilities and Minimum Qualifications described in the TORFP. Starts with the most recent experience first; do not include non-relevant experience.

[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
[Location]	
[Organization]	Description of Work...
[Title / Role]	
[Period of Employment / Work]	
<add lines as needed>	

Employment History

List employment history, starting with the most recent employment first

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

Start and End Dates	Job Title or Position	Organization Name	Reason for Leaving
<add lines as needed>			

Personnel Resume Summary (Continued)

*“Candidate Relevant Experience” section must be filled out. Do not enter “see resume” as a response.

References

List persons the Department may contact as employment references

Reference Name	Job Title or Position	Organization Name	Telephone / E-mail
<add lines as needed>			

Proposed Individual’s Name/Company Name:	How does the proposed individual meet each requirement?
LABOR CATEGORY TITLE:	<i>Offeror to Enter the Labor Category Name</i>
Requirement (See Section 3.7.5)	Candidate Relevant Experience *
Education: [Insert the education description from Section 3.7.7 for the applicable labor category]	Education:
Experience: [Insert the experience description from Section 3.7.3 for the applicable labor category]	Experience:

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

Duties: [Insert the duties description from Section 3.7.3A for the applicable labor category]	Duties:
--	---------

The information provided on this form for this labor category is true and correct to the best of my knowledge:

TO Contractor Representative:

Proposed Individual:

Signature

Signature

Printed Name:

Printed Name

Date

Date

Sign each Form

Appendix 5. Non-Disclosure Agreement (Offeror)

This Non-Disclosure Agreement (the "Agreement") is made this ____ day of _____ 20__, by and between _____ (hereinafter referred to as "the OFFEROR ") and the Department of Maryland (hereinafter referred to as "the Department").

OFFEROR warrants and represents that it intends to submit a TO Technical Proposal in response to TORFP # Q00B9400125 for Microcomputer/Printer Maintenance. In order for the OFFEROR to submit a TO Technical Proposal, it will be necessary for the Department to provide the OFFEROR with access to certain confidential information including, but not limited, to <<typeofNonDisclosureInfoOfferor>>. All such information provided by the Department shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described above, the OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received, except in connection with the preparation of its TO Technical Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the Department. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the Department within five business days of the Department's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to Arthur E. Petersen, Jr., TO Procurement Officer on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the Department and agrees that the Department may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The Department's rights and remedies hereunder are cumulative and the Department expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the Department suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the Department from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the Department Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding five (5) years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

Offeror:

By:

Signature/Seal

Printed Name:

Title: <<signatoryTitle>>

Date:

Address:

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

APPENDIX 6 . DESKTOP EQUIPMENT INVENTORY

The Department will provide the TO Contractor with a detailed inventory of all of the Department's desktop equipment to be covered under this Task Order Agreement. In general that inventory includes but is not limited to the following items which is subject to change during the term of the Task Order Agreement:

Personal Computers and Tablets

- Laptop Computers – Dell (various models)
Dell Latitude E6500 Series
Dell Latitude E5700, E5800, E5500 Series
- Tablets
Microsoft Surface Pro
Dell 5285
- Workstations – Dell (various models)
Dell Optiplex 790, 7010 Series
Dell Optiplex 3020, 3040, 3050, 3060, 3070
Dell Precision 3620, 5810, 5820, T1650, T1700, T5500, T7500
Monitors – various manufacturers

Printers, Scanners and Related Devices

- Printers and Multifunction Devices– Hewlett Packard, Lexmark, Dell, Epson, Lenovo (all various models)
- Scanners – Hewlett Packard, Canon, Fujitsu (various models)
- Signature Pads - Topaz

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

APPENDIX 7.

DESKTOP EQUIPMENT LOCATIONS

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

Site Number	Unit	City
DPSCS Headquarters (8)		
1	Office of the Secretary	Towson
2	Office of the Secretary - Legislative Office	Annapolis
3	Reisterstown Road Plaza	Baltimore
4	Capital Constr. & Facilities Maintenance	Jessup
5	Internal Investigative Unit	Savage
6	IIU-Eastern Regional Satellite Office	Salisbury
7	Maryland State Police Data Center	Pikesville
8	Dorsey Run Road	Jessup
Division of Pre-Trial, Detention & Services (9)		
9	Baltimore Central Booking & Intake Center	Baltimore
10	Baltimore City Detention Center	Baltimore
11	BCDC - Jail Industries	Baltimore
12	DPDS - Pre-Trial	Baltimore
13	BCDC - O'Brien House	Baltimore
14	DPDS - Pre-Trial	Baltimore
15	DPDS - Pre-Trial Services (Mitchell Courthouse)	Baltimore
16	Resident Labor Program	Baltimore
17	Pre-Trial Court Operations	Baltimore
18	Metropolitan Transition Center	Baltimore
19	Youth Detention Center (YDC)	Baltimore
Division of Correction (29)		

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

20	Baltimore Pre-Release Unit	Baltimore
21	Central MD Correctional Facility	Sykesville
22	Chesapeake Detention Facility	Baltimore
23	Dorsey Run Corr. Facility	Jessup
24	Correctional Mental Health Ctr.	Jessup
25	Eastern Correctional Institution And Annex	Westover
26	Eastern Pre-Release Unit	Church Hill
27	Home Detention Unit	Baltimore
28	Jessup Correctional Institution	Jessup
29	MD Correctional Institution- Hagerstown	Hagerstown
30	Brockbridge Correctional Facility	Jessup
31	MD Correctional Institution for Women	Jessup
32	MD Correctional Institution-Jessup	Jessup
33	MD Correctional Training Center	Hagerstown
34	MD House of Correction & Annex	Jessup
35	Assist. Comm. Hutchinson's Ofc.	
36	MD House of Correction - K-9 Unit	
37	MD Reception Diagnostic & Class. Center	Baltimore
38	MTC - Penitentiary	Baltimore
39	OSTC/MTC Finance	Baltimore
40	Roxbury Correctional Institution	Hagerstown
41	Southern MD Pre-Release Unit	Charlotte Hall
42	Western Correctional Institution	Cumberland

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

43	Western MD Correctional Hiring Unit	Hagerstown
44	Oak Ridge Road	Jessup
45	DOC Hearing Officers	Jessup
46	DOC Intel Office	Jessup
47	BPRUW - Annex (TAMAR'S CHILDREN)	Baltimore
48	MCPRS - Administration	Jessup
49	Dismiss House East	Baltimore
50	Dismiss House West	Baltimore
51	Threshold Pre-Release	Baltimore
52	Baltimore City Correctional Center	Baltimore
53	North Branch Correctional Institution	Cumberland
	Parole and Probation (56)	
54	P&P - Easton Regional	Easton
55	P&P - Prince Frederick	Prince Frederick
56	P&P - Elkton	Elkton
57	P&P - Gaithersburg	Gaithersburg
58	P&P - Princess Anne	Princess Anne
59	P&P - Catonsville/Arbutus	Baltimore
60	P&P - Ellicott City	Ellicott City
61	P&P - Salisbury	Salisbury
62	P&P - Annapolis	Annapolis
63	P&P - Cambridge	Cambridge
64	P&P - Guilford Avenue	Baltimore
65	P&P - Cumberland	Cumberland
66	P&P - Glen Burnie	Glen Burnie

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

67	P&P - Dundalk	Baltimore
68	P&P - Hagerstown	Hagerstown
69	P&P - Essex/Rosedale	Baltimore
70	P&P - Bel Air	Bel Air
71	P&P - Easton Field	Easton
72	P&P - Centreville	Centreville
73	P&P - Chestertown	Chestertown
74	P&P - Denton	Denton
75	P&P - Charles Street - Regional	Baltimore
76	P&P - Central	Baltimore
77	P&P - Northeast	Baltimore
78	P&P - Northwest	Baltimore
79	P&P - Snow Hill	Snow Hill
80	P&P - Southeast	Baltimore
81	P&P - Upper Marlboro	Upper Marlboro
82	P&P - Westminster	Westminster
83	P&P - Hyattsville	Hyattsville
84	P&P - Waldorf	Waldorf
85	P&P - Leonardtown	Leonardtown
86	P&P - Temple Hills	Temple Hills
87	P&P - Frederick Regional	Frederick
88	P&P - Landover Day Reporting	Landover
89	P&P - LaPlata	LaPlata
90	P&P - Rockville Day Reporting	Rockville
91	P&P - Towson	Towson
92	P&P - Oakland	Oakland

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

93	P&P - Frederick Field	Frederick
94	P&P - Rockville Pre-Release	Rockville
95	P&P - Silver Spring Field	Silver Spring
96	P&P - Rockville Intake Office (District. Court)	Rockville
97	P&P - Intake Office (Circuit Court)	Rockville
98	P&P - Monument Street (RAC I, RAC III)	Baltimore
99	P&P - Aberdeen	Aberdeen
100	P&P - Westminster (DDMP)	Westminster
101	COP Violent Intervention Project	Baltimore
102	Warrant Apprehension Unit	Jessup
103	P&P - Ocean City Field/DDMP	Ocean City
105	Metropolitan Task Force	Baltimore
	Patuxent Institution (3)	
106	Patuxent Institution	Jessup
107	Patuxent Institution - Finance	Jessup
108	Patuxent Institution Re-Entry Program	Baltimore
	Police Correctional Training Commission (4)	
109	Police & Correctional Training Commission	Woodstock
110	Driver Training Facility	Sykesville
111	Firearms Training Facility	Sykesville

Microcomputer/Printer Maintenance

TORFP #: Q00B9400125

112	Police Entrance Level Training Program	Westminster
113	Police & Correctional Training Commission	Sykesville
114	PCTC -AST (Formerly P&P - Technical Assistance Unit)	Annapolis
	Other Units (1)	
115	MD Correctional Enterprises	Jessup